AGREEMENT
Between
GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
(in consultation with GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD)
And
NEBRASKA DEPARTMENT OF LABOR

Adult & Dislocated Workers

THIS AGREEMENT is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), in consultation with the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Nebraska Department of Labor (NDOL).

WITNESSETH:

WHEREAS, GNWDB was formed for the purpose of implementing the Workforce Innovation & Opportunity Act (WIOA) throughout the 88-county Greater Nebraska workforce development area (which includes all of Nebraska but Lancaster, Saunders, Douglas, Washington, and Sarpy Counties); and

WHEREAS, after a competitive bid process, GNWDB, in agreement with GNCEOB, has elected to make NDOL's Employment & Training (E&T) Office the Greater Nebraska Service Provider for WIOA, Title I(B), Adult & Dislocated Worker; and

WHEREAS, GNWDB has elected to make NDOL's Employment & Training (E&T) Office the Greater Nebraska Service Provider for WIOA Title I(B) Adult & Dislocated Worker Services; and

WHEREAS, E&T is willing to provide such services at the Beatrice and Grand Island American Job Center sites, and at all NDOL Career Centers in the local area.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein, the parties agree as follows:

I - SERVICES

E&T shall provide the following WIOA Title I(B) Adult & Dislocated Worker services at the Beatrice and Grand Island American Job Center sites, and at all NDOL Career Centers in the local area (as defined by the Greater Nebraska WIOA Title I(B) Plan), specifically including all necessary staff, facilities, materials, and costs as further defined by this Agreement, throughout the 88-county Greater Nebraska workforce development area:

A. Coordinate program planning and performance measure reporting to GNCEOB, GNWDB, or their designated representatives.

B. Provide, or provide access to, the following services at the Beatrice and Grand Island American Job Center sites and all NDOL Career Centers:

REQUIRED BASIC CAREER SERVICES
1. Eligibility determination for WIOA Title I(B) Adult, Dislocated Worker, and Youth programs
2. Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3. Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4. Labor exchange services, including: a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7. Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8. Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: a. child care; b. child support; c. medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program; d. benefits under SNAP; and e. assistance through the earned income tax credit; and f. assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF
10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

INDIVIDUALIZED CAREER SERVICES
1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: a. diagnostic testing and use of other assessment tools; and

INDIVIDUALIZED CAREER SERVICES
b. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3. Group counseling
4. Individual counseling
5. Career planning
6. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7. Internships and work experiences that are linked to careers
8. Workforce preparation activities
9. Financial literacy services
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR §678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access does not mean that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

FOLLOW-UP CAREER SERVICES
Follow-up services must be provided for up to twelve (12) months after an individual's first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

C. Track and monitor participant activities and performance requirements ensuring performance levels are achieved.

D. Provide accounting and assure fiscal responsibility for program expenditures to GNWDB's fiscal administrator, unless otherwise directed.

E. Participate in NEworks (Nebraska's official labor market exchange).

F. Fully cooperate with state officials in the data validation process.

G. Registration and EEO data collection for all individuals funded under Title I(B) (except for self-service activities).

II - PERFORMANCE MEASUREMENTS

A. Performance measurements and service levels shall be determined annually. If performance measurements during the course of this Agreement are modified, either party may choose to

renegotiate or terminate this Agreement as set forth herein.

B. E&T will report to the designated subcommittee at each GNWDB meeting the current achievement level of each performance measure. Prior to December 31 of each year, E&T will provide a full, end of the program year report to GNWDB and GNCEOB on performance measures achievement.

C. Should a conflict occur between this Agreement and federal or state law, the provisions of law shall prevail.

III - TERM

A. The term of this Agreement shall be July 1, 2017 through June 30, 2020.

B. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period with performance standards, budget and service levels to be determined annually by the Local and State Plan(s). This Agreement may be renewed upon written agreement of the parties.

C. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.

D. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.

E. This Agreement shall terminate upon the occurrence of any one or all of the following:

1. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of GNWDB in the event GNWDB suffers lack of funding or termination of federal funds which permits it to fund this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.

2. Upon sixty days' written notice by either party to the other.

3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.

4. Expiration of the term of the Agreement.

5. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:

   a. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.

   b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T

in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, unencumbered funds advanced to E&T, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

IV - BUDGET AND AUDIT PROVISIONS

A. E&T shall annually provide GNWDB and GNCEOB for approval a proposed line item, program-specific informational budget reflecting client services and program delivery expenditures for WIOA, Title I(B), Adult & Dislocated Worker. The administrative entity will withhold funds from the contracted amount for payment of NEworks costs attributable to E&T and pay them directly to the provider(s) of NEworks. At each GNWDB meeting, E&T shall provide reports to the designated GNWDB subcommittee regarding current budget status (which shall include fund source specification information of staff assignments and activities). This budget may be subject to change based upon changes in funding levels or services required by GNWDB. Prior to December 31 of each year, E&T will provide a full year end report on budget expenditures and carry-over to GNWDB and GNCEOB.

B. GNWDB will require an annual audit and may request a full or partial audit of expenditures, services and/or funds received pursuant to this Agreement. Such audit will be paid for from WIOA funds or the appropriate administrative funding source, however, E&T shall cooperate fully in such audit process. Audit results will be provided to the GNWDB and GNCEOB.

V - FUNDING

A. For planning purposes, funding for this Agreement will be provided by the Workforce Innovation & Opportunity Act, which is a US Department of Labor, federally funded piece of legislation. Funding allocations fluctuates from year to year, so contractual amounts will differ from year to year. Funding for the Adult and Dislocated Worker Programs is allocated twice each year, and covers a base period (July 1 to September 30th) and an advance period (October 1 to June 30th).

B. The service provider (NDOL's E&T) must expend or obligate no less than 80% of the total program year funds for the period July 1 to June 30. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.

VI - GNWDB Duties or Obligation

GNWDB is not compelled by the terms of this Agreement to provide any training or services other than

those set forth herein. No employment agreement or liability for employment-related taxes or benefits shall be made except upon written direction from an authorized representative. Except for case management, plan development and performance outcomes, the parties acknowledge subcontracting of client services shall occur, utilizing an open, competitive process. Notices of such processes and contracts entered into will be provided to GNWDB and shall be subject to cancellation if they exceed the scope of services that may be subcontracted or have not been entered into based upon an open, competitive process. Unless otherwise specifically provided, federal or state required procurement guidelines will be utilized.

VII - RECORDS AND ACCOUNTS

A. E&T shall maintain and shall permit any authorized representative of the State of Nebraska, the Federal Government, or GNWDB to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by GNWDB to determine whether E&T is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized and expended in accordance with this Agreement. It is understood and agreed that all such records shall be maintained at E&T's administrative and Career Center offices and will be made available for inspection and copying during normal business hours upon ten days' written notice.

B. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

C. E&T understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

VIII - MATERIALS AND EQUIPMENT

A. All materials and equipment acquired with WIOA Title I(B) funds shall be used by E&T for program management and client services as specified in this Agreement. E&T shall be responsible for care and maintenance of such equipment, ordinary wear and tear excepted. Should equipment fail or repair not be undertaken, E&T will utilize the State of Nebraska surplus property procedures to dispose of such property.

B. Nothing in this Agreement requires GNWDB to deliver any materials or equipment to E&T.

IX - WORK ENVIRONMENT

E&T shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

X - eVERIFY STATEMENT

E&T is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For

purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

XI - RESTRICTION ON USE OF FUNDS

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or

B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or

C. Any voter registration activity.

D. E&T assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, E&T shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. E&T shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly).

XII - GRANT PROCEEDS

Violation of this Agreement by E&T may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

XIII - STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from

an authorized representative, except that where the terms of this Agreement and the attachment conflict, the terms of the Agreement shall control.

XIV - EEO / ADA / DRUG FREE WORKPLACE PROVISIONS

E&T acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

A. E&T complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and state WIOA policies, including those pertaining to reporting and union organizing.

B. No person shall be discriminated against by E&T on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.

C. No person or beneficiary will be discriminated against by E&T on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA financially-assisted program or activity.

D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by E&T for which he/she receives federal financial assistance.

E. State Energy Conservation Plan. E&T recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). E&T agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of $100,000 (40 CFR 15).

F. E&T shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVI - CONFLICT OF INTEREST

No officer, employee, or agent of GNWDB who has or will participate in the selection, award, or administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement.

XVII - DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

E&T certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is E&T's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. E&T acknowledges that suspension or debarment is cause for termination.

XVIII - ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No rights or remedies to third parties not part of this Agreement are created herein.

XIX - APPLICABLE LAW AND STATEMENT OF ASSURANCES

A. Parties to this Agreement shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, all existing and applicable rules and regulations, and local WIOA policies and procedures. Nebraska law will govern the terms and performance under this Agreement.

B. E&T shall comply with the WIOA Assurances (*Attachment #1*).

XX - POINTS OF CONTACT

A. The following individuals are the Points of Contact (POC) for the parties:

GNWDB		
Lisa Wilson, GNWDB Chair 123 Grant Street St. Paul NE 68873	Phone: eMail:	308.339.9480 lisa.wilson@cnhind.com
E&T		
Karen Stohs, Acting E&T Director 550 South 16th Street, 3rd Floor Lincoln, NE 68508	Phone: eMail:	402.471.9948 karen.stohs@nebraska.gov

B. POC's do not have the authority to alter or amend this Agreement, unless the POC is the signatory to the Agreement.

XXI - PUBLIC RECORD STATEMENT

This document is a public record.

XXII - STAFFING

A. This Agreement does not create an employment relationship or establish other employment-related rights. GNWDB, or related governmental entity, shall retain all supervisory responsibility over their respective staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to GNWDB's availability, and shall, in no event,

limit or restrict Nebraska Department of Labor's or other partnering staff's ability to provide other essential services.

B. Personnel of E&T are not and will not be considered employees of GNWDB, nor will they be under the supervision of GNWDB. GNWDB has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of E&T.

C. Personnel of E&T will be employees of NDOL. E&T will honor all rules and terms set forth by State Personnel, NDOL's Office of Finance & Human Relations, and the Union Contract.

XXIII - CONTINGENT CONSENTS

The parties acknowledge that certain provisions of this Agreement may be subject to and contingent upon GNWDB or the State of Nebraska to review its authority to, act, contract, assign, or otherwise, as required by law, regulation or other contracting authorities. In such event, parties shall make all reasonable attempts to acknowledge the provisions of this Agreement.

XXIV - FULL DISCLOSURE

All parties acknowledge that they have entered into this Agreement after full disclosure, that they have the authority to enter into this Agreement and that they have had adequate opportunity to consult counsel or other relevant professionals regarding the expectations and commitments that arise pursuant to this Agreement.

[*signature page to follow*]

XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

6/17/2017
Date

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor
Date

KAREN STOHS, Acting E&T Director
Nebraska Department of Labor
Date

THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor
Date

ATTACHMENTS:
#1 – WIOA Assurances

XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

Date

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

6-21-17
Date

Pamela Lancaster
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor
Date

KAREN STOHS, Acting E&T Director
Nebraska Department of Labor
Date

THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor
Date

ATTACHMENTS:
#1 – WIOA Assurances

XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

Date

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

6/22/2017
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

6-22-17
KIM SCHREINER, Controller
Nebraska Department of Labor
Date

6-22-17
KAREN STOHS, Acting E&T Director
Nebraska Department of Labor
Date

06/21/2017
THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor
Date

ATTACHMENTS:
#1 – WIOA Assurances

Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at *www.das.state.ne.us*. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4-108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

ATTACHMENT #1

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity" and as supplemented in US Department of Labor regulations on "Obligations of Contractors and Subcontractors" (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor's Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - 29 CFR Part 93 – New Restrictions on Lobbying.
  - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
  - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

ATTACHMENT #1

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading "Employment and Training Administration" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of $100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

ATTACHMENT #1

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

ATTACHMENT #1