

AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR,
THE CITY OF OMAHA,
And
HEARTLAND WORKFORCE SOLUTIONS, INC.

WIOA Grant Agreement

THIS AGREEMENT is entered into on July 1, 2015 between the Nebraska Department of Labor (GRANTOR), the City of Omaha as Grant Recipient (GRANTEE), and Heartland Workforce Solutions, Inc. (HWS) in its capacity as local grant sub-recipient and fiscal agent for the Greater Omaha Workforce Development Area.

WHEREAS, GRANTEE had been designated as the grant recipient for the Greater Omaha Workforce Investment Area pursuant to the Workforce Investment Act (Public Law 105-220) (WIA) and the Nebraska Workforce Investment Act [*Neb. Rev. Stat* §§1616 to 1627 (Reissue 2010 and Cum. Supp. 2012)]; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 (Public Law 113-128) and is being implemented in the state of Nebraska; and

WHEREAS, GRANTEE has designated HWS as its sub-recipient and fiscal agent for the Greater Omaha Workforce Development Area; and

WHEREAS, GRANTEE and HWS agree to apply funds granted to the Greater Omaha Workforce Development Area in accordance with federal laws, state statutes, and this Agreement.

NOW, THEREFORE, IT IS AGREED:

I. Limitations on GRANTOR's Duties and Obligations

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

II. Access to Premises of GRANTOR

Access to premises is limited to normal business hours of GRANTOR. GRANTOR reserves the right to limit access to any individual interfering with GRANTOR's normal business operations.

III. Records and Accounts

- A. **Access to Records.** In addition to the provisions set forth below under Financial Management: GRANTEE and HWS, shall maintain and shall permit the GRANTOR and its federal partners access to its personnel for purposes of interviews and discussions related to such records, 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 GRANTOR to determine whether GRANTEE and HWS are properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during normal business hours upon ten days' written notice.

- B. **Patent Rights, Copyrights and Rights to Data.** GRANTEE understands that, pursuant to 29 C.F.R. §97.34, the GRANTOR and U.S. 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 purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The working papers, all results, and the information obtained, provided or utilized in the performance of this Agreement shall remain the exclusive property of GRANTOR and shall not be released or utilized for any other purposes without the specific written consent of GRANTOR.
- C. **Record Retention.** 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.

IV. Agreement Objectives

The funds will be used pursuant to the objectives set forth in the approved Local Plan for the Greater Omaha Workforce Development Area.

V. Work Environment

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

VI. E-Verify Statement

HWS, as the local grant sub-recipient of GRANTEE, 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 and for program participants receiving benefits. 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. 1324(a)], known as the E-Verify Program, or an equivalent federal program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

VII. Funds of Grant Award

Funds awarded pursuant to this Agreement include the following WIOA local area formula grant funds and special allocation of WIOA statewide funds:

- CFDA 17.258 WIOA Adult Formula Grant
- CFDA 17.259 WIOA Youth Formula Grant
- CFDA 17.278 WIOA Dislocated Worker Formula Grant

VIII. Restriction on Use of Funds

- A. In addition to the restrictions on funds as provided in section XII, "Limitations on Use of Funds", set forth below, GRANTEE and HWS understand and agree that 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:
1. 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
 2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
 3. Any voter registration activity.
- B. In addition to the restrictions on funds as provided in the section on "Limitations on Use of Funds" set forth below, GRANTEE and HWS assure GRANTOR 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 federal contract, grant, loan, or cooperative agreement, GRANTEE and HWS shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. GRANTEE and HWS 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).

IX. Grant Proceeds

Any violation in the terms of this grant Agreement by GRANTEE or HWS may result in loss of any future WIOA local area grant funds and may require repayment for any and all amounts already received.

X. Financial Management (GRANTEE and HWS)

- A. GRANTEE and HWS shall prepare such reports as are required by 20 C.F.R. Part 683 and they must conform with the uniform requirements, cost principles, and audit requirements for federal awards Final Rule.
- B. GRANTEE and HWS shall maintain such records as permit the tracking of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the WIOA and this Agreement.
- C. GRANTEE and HWS shall maintain accurate, current, and complete disclosure of the financial results of financially assisted activities made in accordance with the financial reporting requirements of regulations adopted pursuant to WIOA and state WIOA policy.
- D. **Accounting records.** GRANTEE and HWS shall maintain accounting records in accordance with 20 C.F.R. Part 683 which adequately identify the source and application of funds provided for financially-assisted activities, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income, as permitted by this Agreement.
- E. **Internal control.** GRANTEE and HWS shall retain records that allow for effective control by the GRANTOR and accountability with regard to all cash, real and personal property, and other assets, the safeguarding of such property and the assurance that such property is used solely for authorized purposes.
- F. **Budget control.** GRANTEE and HWS shall utilize the state Requests & Reporting System (RRS) for requesting draws of grant funds and reporting expenditures and maintaining their financial information in a manner so as to permit comparisons of actual expenditures or outlays with budgeted amounts. Such financial information shall be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in this Agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible. All reporting by GRANTEE shall be compliant with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) and regulations adopted pursuant to the FFATA.
- G. **Source documentation.** GRANTEE and HWS accounting records shall be supported by source documentation, including but not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents.
- H. **Cash management.** GRANTEE and HWS shall follow procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by GRANTEE and HWS, whenever advance payment procedures are used. GRANTEE and HWS shall

establish reasonable procedures to ensure the receipt of reports on GRANTEE and HWS' cash balances and cash disbursements in sufficient time to enable GRANTEE and HWS to prepare complete and accurate cash transaction reports to GRANTOR. When advances are made by letter-of-credit or electronic transfer of funds methods, GRANTEE and HWS shall make drawdowns as close as possible to the time of making disbursements. GRANTEE and HWS shall monitor any cash drawdowns by its subgrantees, if applicable, so as to assure that they conform substantially to the same standards of timing and amount as apply to advances to the GRANTEE and HWS.

XI. Financial Management (GRANTOR)

- A. **Allowable costs.** GRANTOR shall follow applicable OMB cost principles, agency program regulations, and the terms of this Agreement in determining the reasonableness, allowability and allocability of costs.
- B. GRANTOR reserves the right to review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to an award.

XII. Limitations on Use of Funds

- A. It is understood and agreed to by GRANTOR and the GRANTEE and HWS that allowable costs shall be determined in accordance with the cost principles set forth in the OMB Uniform Guidance, §2900, Subpart E.
- B. **Withholding payments.** GRANTOR shall not withhold payments for proper charges incurred by GRANTEE or HWS unless:
 - 1. GRANTEE or HWS has failed to comply with grant award conditions; or
 - 2. Federal laws, regulations or policies require otherwise.
- C. Any cash withheld for failure to comply with grant award conditions, but without suspension of the grant, shall be released to GRANTEE and HWS upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with 20 C.F.R. Part 683.

XIII. Assurances

GRANTEE shall comply with all assurances set forth in the Lincoln Workforce Development Plan and WIOA Assurances (Attachment #1).

XIV. 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 agreement between the parties.

XV. Assignability

GRANTEE shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement.

XVI. Merger

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

XVII. Conflict of Interest

No officer, employee, or agent of GRANTOR who has or will participate in the selection, the award, or the 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. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by GRANTOR.

XVIII. Debarment, Suspension or Declared Ineligible

GRANTEE and HWS 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 GRANTEE and HWS' affirmative duty to notify GRANTOR if it or any of its principals is sanctioned or debarred. GRANTEE or HWS acknowledge that suspension or debarment is cause for termination.

IX. 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.

XX. Applicable Law

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

XXI. Authorized Representatives

- A. The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, designate the following named individuals to be authorized representatives of the parties:

GRANTOR (Nebraska Department of Labor):	
Joan Modrell, Director Office of Employment and Training 550 South 16 th Street Lincoln, NE 68508	Telephone: (402) 471-9948 E-Mail: joan.modrell@nebraska.gov

GRANTEE (City of Omaha):	
Paul Kratz, City Attorney 1819 Farnam Street, Suite 804 Omaha, NE 68183	Telephone: (402) 444-5115 E-mail:

HWS (Heartland Workforce Solutions, Inc.):	
Erin Porterfield, Executive Director 4383 Nicholas Street, Ste. 301 Omaha, NE 68131	Telephone: (402) 218-1163 E-Mail: eporterfield@hws-ne.org

- B. The parties' authorized representatives do not have the authority to amend this Agreement.

XXII. Public Record Statement

This document is a public record.

XXIII. Staffing

- A. This Agreement does not create an employment relationship or establish other employment-related rights. GRANTOR's management shall retain all supervisory responsibility over GRANTOR staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to GRANTOR's availability, and shall, in no event, limit or restrict GRANTOR's ability to provide other essential services. GRANTEE and HWS will indemnify and hold harmless the GRANTOR for any injury GRANTEE and HWS or their employees suffer in the performance of this Agreement.
- B. Personnel of GRANTEE and HWS are not and will not be considered employees of GRANTOR, nor will they be under the supervision of GRANTOR. GRANTEE and HWS will provide proof of workers' compensation coverage for its employees. GRANTOR has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of GRANTEE or HWS. However, GRANTOR does reserve the right to restrict access to its premises if a problem arises.

XXIV. IRS Publication 1075 Assurances

GRANTEE and HWS *will not* have or be allowed access to federal tax information while performing work under this Agreement.

XXV. Term of Agreement

- A. This Agreement is effective July 1, 2015 through June 30, 2021.
- B. This Agreement may be renewed, extended or amended upon written agreement of the parties.
- C. A change of any party to this Agreement shall require a new signature of the parties to this Agreement within thirty days (see, Attachment #2).
- D. This Agreement shall terminate upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty (30) 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 either GRANTEE and/or HWS, failure to use the funds for only those purposes set forth herein, or failure by GRANTEE and/or HWS to make sufficient progress so as to endanger performance, NDOL may:
 - a. Suspension: After ten days' notice to GRANTEE and/or HWS, suspend the Agreement and prohibit from incurring additional obligations of funds, pending corrective action by 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 GRANTEE and/or HWS has failed to comply with the terms and conditions of the Agreement. NDOL shall promptly notify GRANTEE and HWS in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GRANTEE and/or HWS or recoveries by NDOL under 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 payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. GRANTEE and/or HWS shall return to NDOL all unencumbered funds. Further, any costs previously paid by NDOL which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

[signature page to follow]

XXVI. 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.

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Date	JOHN H. ALBIN, Commissioner of Labor Nebraska Department of Labor (GRANTOR)

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Date	JEAN STOTHERT, Mayor City of Omaha (GRANTEE)

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Date	ERIN PORTERFIELD, Executive Director Heartland Workforce Solutions, Inc. (HWS)

REVIEWED AND APPROVED:

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KIM SCHREINER, Controller Nebraska Department of Labor	Date

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JOAN MODRELL, E&T Director Nebraska Department of Labor	Date

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THOMAS A. UKINSKI, Acting General Counsel Nebraska Department of Labor	Date

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PAUL KRATZ, City Attorney City of Omaha, Nebraska	Date

Attachments:

- #1 – Heartland Workforce Solutions, Workforce Investment Board,
PY 2012-2014 Annual Plan, Attachment A, "Assurances"
- #2 - Acknowledgement of Grantee Responsibilities under WIOA Grant Agreement

Workforce Innovation and Opportunity Act (WIOA) ASSURANCES

The purpose of distinguishing the following assurances is to highlight specific requirements and does not limit local area responsibilities in any way. Local areas are required to ensure that the local area and its subrecipients are held accountable to all state and federal laws, regulations, and policies. By signing the following assurances, the local area assures the State that in the local area and all of its subrecipients will abide by the following requirements.

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 subgrants 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 subrecipients 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 48-114 – 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 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.* §48-108. 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 the WIOA.

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

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 agree 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 subrecipients, 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 agree 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.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibits 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 reserves 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, subgrantee 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, 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 three years after grant closeout. If prior to the three-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 subrecipients 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 which 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 subgrants 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.

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.

Local Workforce Development Board Chair

Local Chief Elected Official

Signature

Signature

Date Signed

Date Signed

ACKNOWLEDGEMENT OF GRANTEE RESPONSIBILITIES
Under The
AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR,
THE CITY OF OMAHA,
And
HEARTLAND WORKFORCE SOLUTIONS, INC.

WIOA Grant Agreement

PURSUANT TO paragraph XXVI(C) of the original Agreement herein, the parties named below affirm that they have read the Agreement, understand the Agreement, and are willing and capable of carrying out the duties and responsibilities of said Agreement.

Date

COMMISSIONER OF LABOR
Nebraska Department of Labor (GRANTOR)

Date

MAYOR
City of Omaha (GRANTEE)

Date

EXECUTIVE DIRECTOR
Heartland Workforce Solutions, Inc. (HWS)

REVIEWED AND APPROVED:

Controller
Nebraska Department of Labor

Date

E&T Director
Nebraska Department of Labor

Date

General Counsel
Nebraska Department of Labor

Date

City Attorney
City of Omaha, Nebraska

Date

ATTACHMENT #2