

## Attachment A – Signed Assurances

### 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 Workforce Innovation and Opportunity Act (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 WIA 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.

**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](http://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 §§ 4-111 and 4-112, if the Contractor has applied for public benefits, as defined in § 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 Workforce Innovation and Opportunity Act.

**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.

**Expending Funds** – The Grantee assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act 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.

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

**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.

**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).

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

**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 WDB Chairperson**



Signature

5/19/15  
Date

**Local Chief Elected Official**



Signature

5-26-15  
Date