



1. An industry recognized post-secondary credential, national or state certificate, or degree, including all industry appropriate competencies, licensing and/or certification requirements.
2. Employment; and/or
3. Measurable skills gain toward such a credential or toward employment.

B. Informed Participant Choice

CONTRACTOR agrees to ensure that participants make an "informed consumer choice" and are trained in the skills needed to fill hiring opportunities in in-demand sectors and provided with career pathways in high wage occupations. This Agreement does not guarantee referral of participants to the CONTRACTOR.

C. Equal Employment and Nondiscrimination Requirements

CONTRACTOR is subject to the Equal Opportunity and Nondiscrimination requirements contained in Section 188 of WIOA, 29 U.S.C 3248.

CONTRACTOR must comply with WIOA Section 188 Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Equal Employment Opportunity and Non-Discrimination policy and procedures shall be posted at the CONTRACTOR's facilities at which CONTRACTOR delivers services to eligible participants and provided to each participant upon enrollment.

D. Records Maintenance, Retention and Monitoring

CONTRACTOR shall maintain the confidentiality of all information regarding participants or their immediate families, which may be obtained through applications, forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of HWS, such information shall be divulged only as necessary for the performance or evaluation of this Agreement and only to person having responsibilities under this Agreement.

CONTRACTOR will retain financial, attendance, progress, grades, status, and payment records relating to this Agreement for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four (4) years, there is litigation or an audit involving those records, CONTRACTOR will retain the records until the resolution of such litigation or audit.



HWS, or their designees shall have access to and the right to examine, monitor and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section, “access to” means that CONTRACTOR shall comply with the requirement regardless of whether it ceases to operate or maintain a presence within the State of Nebraska/Iowa before the expiration of the Agreement. CONTRACTOR’S performance under the terms and conditions herein specified will be subject to an evaluation by HWS of the adequacy of the services performed, timeliness of response to participants and to HWS, and general competency of CONTRACTORS’S organization and its staff.

E. Audits

CONTRACTOR will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation. CONTRACTOR shall cooperate with all auditors. CONTRACTOR must follow the audit requirements (single audit or program-specific audit requirements) of Uniform Guidance 2CFR, Part 200. Auditors performing monitoring or audits of CONTRACTOR shall immediately report to HWS any incidents of fraud, abuse, or other criminal activity in relation to this Agreement or any funded grants.

F. Notification

CONTRACTOR shall immediately notify HWS, or its designee when a participant has been:

- Absent for more than three (3) consecutive days of instruction; and
- Absent for more than five (5) total days from an instruction program.

CONTRACTOR shall have the right to cancel a participant from an instructions program based upon participants' non-attendance; it shall adopt a policy for doing so, consistent with applicable provisions and implementing regulations. CONTRACTOR's policy shall provide, at a minimum that the participant will be notified that his/her participation is cancelled, and about the reason why. CONTRACTOR must notify HWS, or its designee, at least three (3) calendar days before cancelling a participant from training. CONTRACTOR shall provide the reason for cancelling a participant and the proposed cancellation date.

Notices to the WDB regarding this Agreement shall be in writing and shall be addressed to:

CRED - Career Readiness to Eliminate Disparities
5752 Ames Avenue
Omaha, NE 68104
CRED@hws-ne.org



IV. FISCAL/REPORTING:

A. Financial Aid

CONTRACTOR shall make available to participants, upon request, information on Federal, State, and local financial assistance; this obligation includes but is not limited to, information regarding PELL grants, which cover all or part of the tuition and fees, books, and supplies. PELL grants or other tuition fund sources must offset funds provided under this Agreement and, in combination with PELL grant or other tuition fund sources, in no event may exceed the total cost of training services provided to a participant under this Agreement.

B. Reimbursement

Reimbursement for the cost of training shall not exceed CONTRACTOR'S standard published rate for training including registration/fees, tuition, books, supplies. HWS will not be bound to any changes to published rates unless the changes were agreed to prior to the participant's start of the program.

C. Invoicing Procedure

HWS shall serve as the fiscal agent for this Agreement and will bear responsibility for expenditure reporting for the grant, for processing CONTRACTOR'S reimbursement requests, and for tracking funds expended.

CONTRACTOR shall provide the Career Readiness Coordinator an invoice and a completion certificate within fifteen (15) days of the completion of the program. This invoice will need to show the participant completed at least 30% of the program to be eligible for payment.

All Invoices shall specify charges on an individual student basis, not to exceed the total agreed upon amount per participant.

All invoices must include proof of student progress. Completion of training and proof of any industry recognized credential, certificate and/or license obtained must be provided once training is complete.

All invoices and credentials shall be sent to accounting@hws-ne.org and cred@hws-ne.org including the participants first initial, last name and the CONTRACTOR's name in the subject line. Example: J. Smith – AAA Training Invoice/Credential.

D. Annual Reporting



CONNECTING PEOPLE TO OPPORTUNITIES

Annually, the CONTRACTOR shall provide the Career Readiness Coordinator with comprehensive data, encompassing but not limited to total program enrollments, completion rates of enrollees, and pertinent placement statistics for program participants.

V. INDEMNIFICATION:

The parties to this Agreement, shall defend, identify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss expense, including reasonable attorney’s fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents or employees.

VI. NON-EXCLUSIVE:

This Agreement is non-exclusive. HWS expressly reserves the right to contract with other entities for provision of the same or similar services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein written above:

For HWS:

CONTRACTOR:

Erin Porterfield
Executive Director

Contact Name
Role in organization