



# Nebraska VR Service Agreement

06/2026

To be completed by service provider:

Service Provider Business or Individual Name

FTIN/SSN

Address

Telephone

City

State

Zip

Primary Email

Does the service provider employ persons who directly provide these services to persons with disabilities?  Yes  No  
Does the individual named, the business owner(s) or business principals directly provide these services to persons with disabilities?  Yes  No

To be completed by Nebraska VR:

Effective Dates. This agreement begins \_\_\_\_\_ and ends \_\_\_\_\_. The term may not exceed three (3) years with review annually. At the end of this agreement a new agreement must be signed to continue service provision.

Is this agreement with an Independent Provider (enrolled through Maximus as a Medicaid provider with DHHS)?

Yes  No

Medicaid Provider Number \_\_\_\_\_

Mileage will be paid at the current NDE vendor mileage rate for travel from the provider's primary work location to the service delivery site in excess of 25 miles round trip.  Yes  No

Scope of Services. This agreement is for the provision of the vocational rehabilitation service(s) listed below at the stated fee(s).

Service	Fee/Unit
<input type="checkbox"/> Job Coaching *	
<input type="checkbox"/> Job Coaching/Placement*	
<input type="checkbox"/> Job Coaching/Interpreting*	
<input type="checkbox"/> Job Readiness Training	
<input type="checkbox"/> Work Site Skills Trainer*	
<input type="checkbox"/> Self-Employment Consultation *	
<input type="checkbox"/> Individual Supported Employment* <input type="checkbox"/> Customized Employment* <input type="checkbox"/> I/DD <input type="checkbox"/> BH <input type="checkbox"/> ABI <input type="checkbox"/> Autism	See attached Payment Schedule(s)
<input type="checkbox"/> Interpreter – Deaf or Hard of Hearing (Indicate NAD, NIC, QAST, or RID certification level.) See attached VR Addendum. (Attach copy of certification and license.) <input type="checkbox"/> TQAST _____ <input type="checkbox"/> IQAST _____ <input type="checkbox"/> NAD III <input type="checkbox"/> NAD VI <input type="checkbox"/> NAD V RID: <input type="checkbox"/> CI <input type="checkbox"/> CT <input type="checkbox"/> CI/CT <input type="checkbox"/> CSC <input type="checkbox"/> CDI <input type="checkbox"/> IC/TC <input type="checkbox"/> IC <input type="checkbox"/> TC <input type="checkbox"/> NIC <input type="checkbox"/> NIC Advanced <input type="checkbox"/> NIC Master	

Service	Fee/Unit
<input type="checkbox"/> Benefits Assessment*	See attached Payment Schedule(s)
<input type="checkbox"/> Benefits Planning*	
<input type="checkbox"/> Benefits - PASS Development*	
<input type="checkbox"/> Benefits Management*	
<input type="checkbox"/> Rehab Technology - Rehab Engineering	
<input type="checkbox"/> Independent Living Training*	
<input type="checkbox"/> Business Plan Implementation/Revision*	
<input type="checkbox"/> Interpreter - Foreign Language	
<input type="checkbox"/> Other:	

\* Background check requirement applies; see details below.

\*\* Denotes assurances, below, that do not apply to **Independent Providers**.

A Service Agreement is not a contract that itself binds Nebraska VR to pay a provider, guarantee payment by VR of any fixed amount to a provider, nor obligate VR to use the provider's available service capacity. Following execution of this Service Agreement by both VR and the provider and during the effective dates of the service agreement, VR may elect to offer one or more particular services tasks or projects to the service provider by way of an authorization form as described in the paragraph "VR responsibilities" below. A Service Agreement does not bind the provider to reserve any service capacity for use by Nebraska VR nor restrict the provider from selling all its available services to other purchasers.

**Conflict of Interest:** A conflict of interest exists when financial or other personal considerations may compromise or have the appearance of compromising the provider's professional judgment working with clients under their Service Agreement. Service providers shall not have any interest, financial or otherwise, or engage in any business transaction or professional activity which creates a conflict of interest, such as

1. Assisting or encouraging clients in an endeavor that directly benefits the provider, the provider's family or a business with which the provider is associated.\*\*
2. Having a financial interest in the client's business or employment arrangement.\*\*
3. Using clients to conduct business or services that results in profit to the provider.
4. Providing financial or personal assistance to clients beyond that which the provider has agreed to provide under the service agreement.\*\*
5. Using information gathered under the agreement for personal financial gain.
6. Recommending purchases to clients or employees of the Department of Education from companies in which the provider or the provider's family has any financial interest.
7. Using their position to secure personal or business privileges or favors from clients or employees of the Department of Education.
8. Offering or giving to clients or employees of the Department of Education anything of value, including a gift, loan, contribution, or reward.
9. Soliciting or accepting from clients or employees of the Department of Education anything of value, including a gift, loan, contribution, or reward.

**Information exchange and confidentiality.** Both parties will exchange information needed to plan, coordinate, and evaluate services to an individual. Both parties will keep this information confidential and will further release it only with the informed written consent of the person.

**Renegotiation.** The terms of this agreement may be renegotiated if both parties agree.

**General responsibilities of service provider.** The provider assures compliance with these general requirements in providing services to persons with disabilities:

1. The Provider agrees that no subcontractors shall be utilized in the performance of this Agreement without the prior written authorization of NDE.
2. Any facility in which services are provided will be accessible to persons receiving services and will comply with the requirements of the Architectural Barriers Act of 1968, the Uniform Accessibility Standards and their implementing regulations in 41 CFR Part 101, Subpart 101-19.6, the Americans with Disabilities Act of 1990, and sections 504 and 508 of the Rehabilitation Act.
3. The provider will take affirmative action to employ and advance in employment qualified persons with disabilities.
4. Personnel employed to provide the services in this agreement will be qualified, in accordance with any applicable national or State-approved or recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements), that apply to the profession or discipline in which that category of personnel is providing vocational rehabilitation services. The provider will include among its personnel, or obtain the services of, persons able to communicate in the native languages of persons served who have limited English speaking ability; and ensure use of appropriate modes of communication for all persons served.
5. The provider will include among its personnel, or obtain the services of, persons able to communicate in the native languages of persons served who have limited English speaking ability; and ensure use of appropriate modes of communication for all persons served.
6. The provider assures that all personnel engaged in direct service provision will adhere to generally accepted community and employer standards for dress, grooming, and hygiene, assume responsibility, maintain a schedule appropriate to the needs of the person being served, and adapt to new or changing circumstances.
7. The provider will tell VR within three (3) working days of the date of any arrest for a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult of a staff member engaged in direct service provision.
8. The provider will give VR information needed to enable persons with disabilities to make informed choices about the services provided. At a minimum, this must include information relating to accessibility of services; duration of services; client satisfaction with services; the qualifications of service providers; and the degree to which services are provided in settings in which persons being served have regular contact with persons who do not have disabilities.
9. The provider shall comply fully with all applicable local, state and federal law regarding civil rights, including but not limited to, [Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.](#); the [Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.](#); the [Americans with Disabilities Act of 1990 \("ADA"\), 42 U.S.C. §§ 12101 et seq.](#); the [Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq.](#); the [Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.](#); the [Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125](#); the [Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §§ 48-1001 to 48-1010](#); the [Equal Pay Act of Nebraska, Neb. Rev. Stat. §§ 48-1219 to 48-1227.01](#); the [Nebraska Act Providing Equal Enjoyment of Public Accommodations, Neb. Rev. Stat. §§ 48-1219 to 48-1227.01 and 84-917](#); and the [Nebraska Fair Housing Act, Neb. Rev. Stat. §§ 20-301 to 20-344](#), in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The provider further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement. If the provider is entering into an Agreement with NDE for operation of any educational program or activity that is authorized or extended by the United State Department of Education, provider shall comply with [Title IX of the Education Amendments Act of 1972 \(20 U.S.C. 1681 et seq.\)](#), regarding the prohibition of the following: the exclusion of any person from participation in, denying the benefits of, or subjection to discrimination in any such program or activity on the basis of sex.

10. The provider will not provide services under this agreement to relatives, friends, or others with whom there is a relationship that may have the potential to influence objectivity.\*\*
11. The provider will get prior approval from VR before making any change in the goals, objectives, or services provided to the person.
12. The provider will report promptly all changes in the person's personal, family, or financial situation to VR.
13. The provider will inform all persons with disabilities served of their right to assistance from the Client Assistance Program and will inform the Client Assistance Program of any individual problem, complaint, or grievance which is not satisfactorily resolved at the lowest level of the provider's grievance procedure.
14. The provider will provide service only as authorized in advance by VR, and only in the amounts authorized.
15. The provider agrees that the Agreement work to be performed shall not be performed on time that is paid for by other public (i.e. any government) funds.
16. The provider will bill VR only for authorized services that have been provided. Bills or invoices must identify the person served and the dates, amounts, and types of each service provided during the billing period.
17. The provider will have adequate and appropriate policies and procedures to prevent fraud, waste, and abuse.
18. The provider agrees to maintain complete records regarding the expenditures of funds provided by Nebraska VR under this Agreement. The provider agrees to allow free access at reasonable times by authorized representatives of Nebraska VR and the funding Federal Agency and United States Comptroller General, if appropriate, to all records generated and/or maintained as a result of this Agreement. Such access to records by the above shall continue beyond termination of this Agreement for a period of three (3) years.
19. Anti-Lobbying To the best of the provider's knowledge and belief, no funds have been paid or will be paid, nor will any gifts be presented by or on behalf of the provider to any person or business for the purpose of influencing or attempting to influence an officer, Board member or employee of the NDE, any Nebraska State agency, a State Senator, or other employee of the State of Nebraska in connection with the awarding of any NDE grant or the extension, continuation, renewal, amendment, or modification of any NDE Agreement, grant, loan, or cooperative agreement.

**General qualifications for providers of direct services to individuals.** The provider assures that all persons engaged in direct service provision will meet these general qualifications:

1. Have training and experience related to the service(s) to be provided; the necessary skills to provide the service(s); and the ability to adapt their activities to the unique needs of persons with disabilities.
2. Have the mental and physical capacity to provide the service(s), and not have an infectious and communicable disease that may pose a direct threat to the health or safety of anyone served.
3. Have any applicable state or local licenses, certifications, registrations, or permits related to the service(s) to be provided.
4. Be at least 19 years old.
5. Not be presently debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation by any Federal agency.

**Background check requirement.** This requirement applies if this agreement includes job coaching, individual supported employment, work site skills trainer, business plan implementation/revision, benefits assessment, benefits planning, benefits-PASS development, benefits management, self-employment consultation and/or independent living training.

1. If this agreement is with an individual, an Independent Provider, or the service provider's owner(s) or business principals will provide these direct services, VR will conduct a background check. No services can be provided until the provider passes the background check unless an exception request is approved.  
Note: If this is a renewal of a previous or expired Service Agreement (defined as not expired for less than 1 year) a background check will not be performed, and the Service Provider must complete the Attestation below.
2. If this agreement is with a service provider employing individuals who will provide direct services under this agreement, the authorized representative's signature on this agreement gives written assurance that persons the service provider employs to provide these direct services have not been convicted of a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult and do not appear on the DHHS Abuse/Neglect registries or the State Patrol Sex Offender Registry.

**Service provider violation.** If the service provider violates any provisions of this agreement VR, at its option, may terminate the agreement immediately. If there are any damages resulting from the violation, legal remedies may be pursued to recover the damages.

**VR responsibilities.** Under this agreement, VR will—

1. Determine the nature, scope, and extent of the services needed by each person to be served.
2. Authorize service(s) for the person to be served in advance and send an authorization form to the provider.
3. Notify the provider if the authorized service(s) is/are to be terminated or changed before the end of the authorization period.
4. Honor claims and make payments for services authorized and provided in accord with this Agreement.

**Termination.** This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. This notice requirement may be waived by VR and the agreement terminated immediately in cases of felony, fraud, false claims, crimes of neglect and abuse, illness, death, injury, or fire.

### **VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES**

The service provider is required and hereby agrees by the provider's signature below that, as a pre-condition for performance under this Service Agreement and for payment for services, the provider will use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A 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.

If the Service Provider is an individual or sole proprietorship, by their dated signature below, attests that they: (CHECK ONE)

Are a citizen of the United States — OR —

Are a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_. I agree to provide a copy of the US Citizenship and Immigration Services documentation to verify my lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this agreement to be effective and no work under this agreement is to begin, nor will VR issue the provider any payment until the documentation is provided to VR.

If Service Provider is not an individual or sole proprietorship, sign and date below.

As a pre-condition of performance and payment under this agreement, the service provider understands and agrees that lawful presence in the United States is required, and the service provider may be disqualified or the agreement terminated if such lawful presence cannot be verified.

I certify the service provider will comply with the terms, conditions, and assurances.

\_\_\_\_\_  
Printed name of service provider representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I approve this agreement.

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Printed name of Nebraska VR representative

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Signature

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Date

**ATTESTATION OF CONTINUING COMPLIANCE WITH BACKGROUND CHECK REQUIREMENT FOR A SERVICE AGREEMENT:**

- With an Individual, an Independent Provider, or a service provider whose owner(s) or business principal(s) will provide direct service, and
- The Service Agreement is being renewed or has been expired for less than one year.

(Signature required if both of the above conditions are met.)

I attest there have been no criminal convictions or charges filed since the commencement of the previous Service Agreement for the Individual, Independent Provider, or owner(s) or business principal(s) who will provide direct services under this Service Agreement:

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Signature

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Date

**Terms, Conditions, and Assurances**

**Governing Law and Jurisdiction:** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to the conflicts of laws provision thereof. Any legal proceedings against the state are to be brought in an appropriate State of Nebraska administrative or judicial forum and in accordance with Nebraska law.

**Independent Agency:** NDE is an independent agency within the State of Nebraska. The Agreement does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, [Neb. Rev. Stat. §§ 13-801 et seq.](#)

**Authority:** The Parties represent and warrant that they have full right, power and authority to enter into and perform their obligations under this Agreement, and that the persons signing this Agreement are duly authorized to enter into this Agreement on their behalf.

**Sovereign Immunity:** As part of the Nebraska Department of Education, a state agency of the State of Nebraska, Nebraska VR reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the [Eleventh Amendment to the United States Constitution](#). No waiver of the State's immunities, defenses, rights, or actions shall be deemed to exist by reason of Nebraska VR's entry into this Agreement.

**Compliance with Law:** The Parties shall comply with all other applicable Federal, State, County and Municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein. Should any section or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such a provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall be valid and enforceable, to the greatest extent permitted under law.

**Prohibition against Advance Payment:** Pursuant to [Neb. Rev. Stat. § 81-2403\(3\)](#), "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**State of Nebraska Prompt Payment Act:** Payment will be made by NDE in compliance with the State of Nebraska Prompt Payment Act (See [Neb. Rev. Stat. §§81-2401 to 81-2408](#)). The State may require the Provider to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Provider prior to the Effective Date of the Agreement, and the Provider hereby waives any claim or cause of action for any such goods or services.

**Taxes:** NDE, as a state agency of the State of Nebraska, is not required to pay taxes and assumes no such liability as a result of this Agreement. Provider may request a completed copy of the [Nebraska Department of Revenue – Nebraska Resale of Exempt Sale Certificate for Sales Tax Exemption \(Form 13\)](#) for their records, if required.

**Assignability of Agreement:** The Provider agrees not to assign or transfer any interest, rights, or duties in this Agreement to any person, firm, or corporation without the express prior written authorization of NDE, unless otherwise provided for in Section 2f (“Miscellaneous Terms”) of this Agreement.

**Self-Insurance:** As an agency of the State of Nebraska, NDE is self-insured for any loss and the State of Nebraska purchases excess insurance coverage pursuant to [Neb. Rev. Stat. § 81-8,239.01 \(Reissue 2008\)](#). If there is a presumed loss under the provisions of this Agreement, Provider may file a claim with the State of Nebraska Office of Risk Management pursuant to [Neb. Rev. Stat. §§ 81-8,296 thru 81-8,306](#) for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous ([Neb. Rev. Stat. §§ 81-8,294 thru 81-8,301](#)), Tort ([Neb. Rev. Stat. §§ 1-8,209 thru 81-8,235](#)), and Agreement Claim Acts ([Neb. Rev. Stat. §§ 8,302 thru 8,306](#)), as outlined in [Neb. Rev. Stat. § 81-8,209 et seq.](#), and under any other provisions of law and accepts liability under this Agreement to the extent provided by law.

**Technology Access Requirements:** All Agreements that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, for the State of Nebraska shall comply with Section 508 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. §794d](#)) and its implementing standards adopted and promulgated by the U.S. Access Board, as well as the Nebraska Technology Access Standards adopted pursuant to [Neb. Rev. Stat. §73-205](#). The Nebraska Technology Access Standards are available for viewing at NDE and online at the [Nebraska DAS Material Division website](#), and are incorporated into this Agreement as if fully set forth therein. Any web content or mobile applications developed pursuant to such Agreements shall also comply with Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1 as required by [28 CFR Part 35 Subpart H](#).

**Drug-Free Workplace:** The Provider certifies that they operate a drug-free workplace and during the terms of this Agreement will be in compliance with the provisions of the [Drug-Free Workplace Act of 1988, 41 U.S.C. 81](#).

**Ownership:** The Provider agrees that no authority or information gained through the existence of and performance under this Agreement will be used to obtain financial gain for the Provider, for any member of the Provider’s immediate family, or for any business with which the Provider is associated except to the extent provided by the Agreement.

Per [Appendix II to Part 200, Title 2](#), agreements made where federal funds are used must contain provisions covering the following terms where applicable:

- I. **Debarment/Suspension or Exclusion Certification:** (Only applicable to agreements \$25,000 or greater. The Provider certifies, by signature on this Agreement, that neither it nor its principals is presently debarred, suspended, recommended for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 C.F.R. 180](#) that implement Executive Orders [12549](#) (3 CFR part 1986 Comp., p. 189) and [12689](#) (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension”. (References: [34 C.F.R. 84.630](#); [48 C.F.R. Part 9 Subpart 9.4](#); [2 C.F.R. 180](#)). If the Provider is unable to certify to any of the statements in this certification, the Provider will attach an explanation to this Agreement. The State reserves the right to terminate this Agreement if a Provider is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from providing with any state or federal entity, or otherwise listed on the governmentwide exclusions in the System for Award Management (SAM).
- II. **Clean Air Act:** (Only applicable to agreements in excess of \$150,000) The Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401 et seq.](#)) and the Federal Water Pollution Control Act (commonly referred to as the ‘Clean Water Act’) as amended, ([33 U.S.C. 1251 et seq.](#)). The Provider agrees to report each violation to the State, and Provider understands and agrees that the State will, in turn, report each violation as required to assure notification to the applicable Federal Agency and the appropriate EPA Regional Office.
- III. **Domestic Preference (Buy American Act of 1933):** Per the Buy American Act of 1933 (BAA) ([41 U.S.C. §§ 8301-8305](#)), which requires to the greatest extent possible to purchase “domestic end products” and use “domestic construction materials” used in a project on monetary thresholds (typically above \$10,000) performed in the United States, in the performance of this Agreement, Provider shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited

to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all agreements. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IV. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services:** Provider certifies that they will comply with the Federal prohibitions under [2 CFR 200.216](#) not to expend funds in completion of the scope of services and/or deliverables under this Agreement to:

(A) procure or obtain or extend or renew a agreement to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(B) enter into an agreement (or extend or renew an agreement) with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as required by [2 CFR 200.216](#), and as more particularly described in [Public Law 115-232, section 889](#).

As described in section 889 of [Public Law 115-232](#), the term "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

As described in section 889 of [Public Law 115-232](#), the term "covered foreign country" means the People's Republic of China.

V. **Recovered Materials:** Only applicable to agreements where the purchase price of an item exceed \$10,000 or where the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Pursuant to [2 C.F.R. 200.323](#), the Provider must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act of 1976 \(RCRA\)](#), [42 U.S.C. § 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

VI. **Davis-Bacon Act:** (Only applicable to Agreements in excess of \$2,000) In accordance with the [Davis-Bacon Act](#), as amended ([40 U.S.C 3141 et seq.](#)), Provider shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Provider shall be required to pay wages not less than once a week. In addition, per the [Copeland "Anti-Kickback" Act](#) ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 C.F.R. Part 3](#), "[Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States](#)") Provider is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

VII. **Agreement Work Hours and Safety Standards Act:** (Only applicable to Agreements in excess of \$100,000 and involving mechanics or laborers) For any Agreement that involves the work of laborers and mechanics, as defined in [29 C.F.R. 5.2](#), the Provider shall be required to compute wages on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or agreements for transportation or transmission of intelligence.

VIII. **Byrd Anti-Lobbying Amendment:** (Only applicable to Agreements in excess of \$100,000). Provider certifies, to the best of its knowledge or belief, that it did not utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process. The Provider certifies that no 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 the awarding of any Federal agreement, 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 agreement, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," [61 Fed. Reg. 1413](#) (1/19/96), and in accordance with [31 U.S.C. 1352](#) as amended by the Lobbying Disclosure Act of 1995 ([2 U.S.C. 1601, et seq.](#)) as required by the awarding Federal agency. Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by [31 U.S.C. 1352](#) as amended by the Lobbying Disclosure Act of 1995 ([2 U.S.C. 1601, et seq.](#)). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.