

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
PROTEUS, INC.

Migrant Seasonal Farm Worker Services

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2014 between the Greater Nebraska Workforce Investment Board (GNWIB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the One Stop Partner, Proteus, Inc. (PARTNER), for Migrant Seasonal Farm Workers (MSFW) services in the Grand Island American Job Center (One Stop).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Investment Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Investment Act of 1998 (WIA), Section 121(c)(2); and

Whereas, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Investment Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the One Stop.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

The purpose of this MOU is to develop a coordinated effort between the parties to provide a one-stop system of comprehensive workforce development activities and services which includes education and training for the Greater Nebraska Workforce Investment Area. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the under-employed citizen for a new job, and introduce youth to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance participation and performance of customers served through the system, and improve customer satisfaction. Achievement of these goals will build a workforce development system that prepares individuals for high skill and high wage occupations based on a strong labor market, will be economically beneficial to both the job seeker and employers, and will fulfill the requirements of the WIA.

II - Integrated Service Delivery Activities

A. The parties to this MOU agree to conduct the following activities:

1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;

2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 3. Promote information-sharing and the coordination of activities to improve the performance of the One Stop through the development and implementation of an MOU;
 4. Identify barriers to coordination;
 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 6. Promote, when feasible, the development of a more common data system to track client progress; and
 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity and One Stop Operator for the Greater Nebraska Workforce Investment Area. The NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

III - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWIB through the NDOL to establish a date for mutual resolution of the conflict.

IV - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. **Site Location.** PARTNER agrees to provide the services and/or program activities set forth in this MOU at the Nebraska Department of Labor's One Stop located in Grand Island, Nebraska.
- B. **Integration of Services.** PARTNER agrees to integrate services provided under the WIA as a single service delivery system. Services and/or program activities to be provided are generally identified as:
 1. "Core services" means services described in section 134(d)(2) of the WIA, available to individuals who are adults, youth or dislocated workers through the One Stop delivery system. Core services to be provided by PARTNER shall include:

- a. Eligibility Determinations.
 - b. Outreach, intake (which may include re-employment services) and orientation to the information and other services available through the One Stop delivery system.
 - c. Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
 - d. Job search and placement assistance, and where appropriate, career counseling.
 - e. Provision of employment statistics information including the provision of accurate information relating to local, regional and national labor market area, including:
 - i. Job vacancy listings in such labor market areas.
 - ii. Information on job skills necessary to obtain the jobs.
 - iii. Information relating to local occupations in demand and the earnings and skill requirements for such occupations.
 - iv. Performance information and program cost information on eligible providers of training services.
 - f. Information regarding the availability of supportive services, including child care and transportation, available in the local area and referral to such services as appropriate.
 - g. Assistance in establishing eligibility for current training and education programs; and information on how to obtain financial aid assistance for training and education programs that are not funded under current legislation.
 - h. Follow up services, including counseling regarding the workplace for participants in workforce investment activities.
2. "Intensive services" means services described in section 134(d)(3) of the WIA, available to adults, youth, and dislocated workers respectively through the One Stop delivery system, who are unemployed and are unable to obtain employment through core services and who have been determined by the parties to be in need of more intensive services in order to obtain employment, or who are employed, but who are determined by the parties to be in need of such intensive services in order to obtain or retain employment that allows for self-sufficiency. A PARTNER who provides any "intensive services" as further described herein shall provide those services through the One Stop delivery system. Intensive services to be provided by PARTNER shall include:
- a. Use of other assessment tools.
 - b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

- c. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.
 - d. Individual career planning.
 - e. Case Management for eligible participants to include: short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills and professional conduct, to prepare individuals for unsubsidized employment or training
 - f. Stipend payments.
 - g. Literacy and English as a Second Language (ESL).
3. "Training services" means skills training, which may include Individual Training Accounts, on-the-job-training, customized and skills upgrading described in section 134(d)(4) of the WIA. Training services to be provided by PARTNER shall include:
- a. Occupational skills training, including training for non-traditional employment.
 - b. On the Job Training (OJT).
 - c. Programs that combine workplace training with related instruction, which may include cooperative education programs.
 - d. Training programs operated by the private sector.
 - e. Skill upgrading and retraining.
 - f. Entrepreneurial training.
 - g. Job readiness training.
 - h. Adult education and literacy activities provided in combination with services.
4. Other services to be provided by PARTNER: Emergency Assistance. These services are unique for the MSFW program and address urgent needs of a short duration, such as medical, housing or food support required by MSFW's moving along the migrant stream.
- C. Operational Costs.
- 1. Co-Location. PARTNER is not co-located at the One Stop.
 - 2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: US Department of Labor.
 - 3. Special Conditions. Proteus and NDOL management staff meet at least on an annual basis to discuss program changes and potential funding levels at the beginning of each program year. Proteus management presents information on eligibility guidelines and confirms

referral process of potential individual and mutual clients. Referral process from NDOL will be electronic and documented in NEworks.

- D. PARTNER intends to allocate no staffing positions under this MOU.
- E. The financial commitment of PARTNER shall be as follows: n/a
- F. Common Intake, Information Exchange Systems, and Methods of Referral.
 - 1. Common Intake. The One Stop shall have a common point of entry for all customers which shall greet customers and provide the following customer services:
 - a. Services can be accessed through technology available at the One Stop and links on NEworks.
 - b. Registration in NEworks (Nebraska Works) or a similar system.
 - c. Explanation of services available.
 - d. Referral to the appropriate PARTNER(s) for services.
 - 2. Information Exchange Systems. PARTNER will have public access to NEworks. Information related to partner services is based on MSFW guidelines of over 50% of income earned in the last year related to agricultural means and potential referrals are then referred to partner agency electronically.
 - a. After PARTNER's staff or NDOL staff at the One Stop completes and documents the initial review of the customer's employment and training service needs, the appropriate staff will, in consultation with the customer, determine which of the required PARTNERS identified in the WIA will provide the appropriate services to meet the needs of the customer.
 - b. The referral may be done utilizing written documentation, NEworks, or a similar system agreed upon by both parties. PARTNER will use NEworks, or a similar system agreed upon by both parties for the purpose of tracking recipients of WIA services. The referral documentation will include the referral PARTNER's agency name, telephone number, address, and the name of a contact person, where applicable. The referral will also include the name of the person making the referral and their telephone number. The referring PARTNER may be provided with information regarding whether or not the customer that was referred was determined eligible for services provided by PARTNER upon request. All referrals from NDOL to Proteus will be done electronically and documented in NE Works.

V - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

- A. PARTNER will deliver high quality services through the One Stop delivery system.
- B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VI - Cost Sharing and Resource Sharing

PARTNER shall contribute to a fair share of the One Stop's operating costs based on PARTNER's use of the facility and participation in the One Stop delivery system.

VII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the One Stop may be resolved with the GNWIB's Administrative Entity (the NDOL) or may be processed in accordance with the GNWIB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

VIII - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

IX - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, 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 of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU 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.

X - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIA funds are the property of the One Stop.

XI - Term of MOU

- A. This MOU is effective January 1, 2014 through June 30, 2017.

- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.
 - 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIII - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it 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, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XIV - Statement of Confidentiality

- A. To safeguard information exchanged via this MOU:

1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or re-disclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XV - Conflict of Interest

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

XVI - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVII - Applicable Law

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

XVIII - Public Record Statement

This document is a public record.

XIX - Debarment, Suspension or Declared Ineligible

PARTNER 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 PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XX - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWIB's ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER's employees suffer in the performance of this MOU.

XXI - WIA Assurances

- A. WIA Compliance. I will comply with the WIA, its implementing regulations, and state WIA policies, including those pertaining to reporting.
- B. Equal Opportunity/Non-Discrimination. I will fully comply with the following non-discrimination and EO provisions:
 - 1. Section 188 of the WIA which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially-assisted program or activity.

2. Civil Rights Act of 1964 (as amended) which prohibits discrimination on the basis of race, color and national origin.
 3. Section 504 of the Rehabilitation Act of 1973 (as amended) which prohibits discrimination against qualified individuals with disabilities.
 4. Age Discrimination Act of 1975 (as amended) which prohibits discrimination on the basis of age
 5. Title IX of the Education Amendments of 1972 (as amended) which prohibits discrimination on the basis of sex in educational programs.
 6. Americans with Disabilities Act of 1990.
 7. Nebraska Fair Employment Practices.
 8. 29 CFR 37. This regulation applies to my operation and to all agreements I enter into to carry out the WIA Title I financially-assisted program or activity. I understand that the United States has the right to seek judicial enforcement of this assurance.
 9. Compliance with all provisions contained in the State of Nebraska Drug Free Workplace Policy.
- C. E-Verify. I am required, and hereby agree, 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 & Immigrant Responsibility Act of 1996 [8 USC 1324(a)] known as the E-Verify Program, or an equivalent federal program designated by the US Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- D. Access to Contractor's Records. The State of Nebraska, US Office of Inspector General, US Department of Labor, or any other duly authorized representatives shall have access to any books, documents, papers and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, copies and transcriptions. Reasonable access to personnel for purposes of interviews and discussions related to such documents shall be permitted.
- E. Maintenance of Records. I will maintain all required records pertaining to this Agreement for three (3) years after receiving final payment and all other pending matters are closed.
- F. Patent Rights, Copyrights and Rights in Data. I understand that, pursuant to 29 CFR 97.34, the 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 purposes: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

- G. State Energy Conservation Plan. I recognize 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). I agree 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).
- H. This Agreement contains suitable provisions for termination by the NDOL including the manner by which it will be effected and the basis for settlement.
- I. This Agreement contains a suitable provision under which it may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond my control.
- J. This Agreement contains provisions or conditions which allows for the NDOL to take administrative, contractual or legal remedy if and when contractors violate or breach the terms of this Agreement, and for appropriate sanctions and penalties.

XXII - Authorized Representatives

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, the following named individuals are designated to be authorized representatives of the parties:

For NDOL:	
Seth Fager, Interim Program Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Fax: (402) 471-3050 Email: seth.fager@nebraska.gov

For PARTNER:	
Susan Billups 3830 Vermaas Place, Suite A Lincoln, NE 68502	Phone: (402) 209-1373 Email: susanb@proteusinc.net

(signature page to follow)

XXIII - Signatures


IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date M. L. MARTIN, Chair
Greater Nebraska Workforce Investment Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

6-9-2014

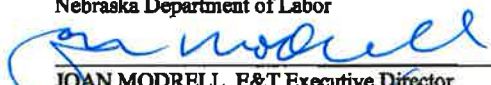
Date JESUS SOTO, CEO, Proteus, Inc.
3850 Merle Hay Road, Ste. 500
Des Moines, IA 50310-1322
Email: jesuss@proteusinc.net

REVIEWED AND APPROVED:


DEBBIE KAY WARD, Controller
Nebraska Department of Labor

6-12-14

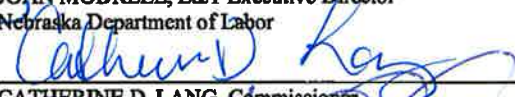
Date



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

6/11/14

Date



CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

6-11-14

Date



JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor

6-11-14

Date

XXIII - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

5/30/14 _____
Date M. L. MARTIN, Chair
Greater Nebraska Workforce Investment Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date JESUS SOTO, CEO , Proteus, Inc.
3850 Merle Hay Road, Ste. 500
Des Moines, IA 50310-1322
Email: *jesuss@proteusinc.net*

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor _____
Date

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

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor _____
Date

JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor _____
Date

XXIII - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date M. L. MARTIN, Chair
Greater Nebraska Workforce Investment Board

Date *5-20-14* 

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date JESUS SOTO, CEO, Proteus, Inc.
3850 Merle Hay Road, Ste. 500
Des Moines, IA 50310-1322
Email: *jesuss@proteusinc.net*

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Contoller
Nebraska Department of Labor Date

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

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor Date

JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor Date