

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

Unemployment Insurance 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, **Nebraska Department of Labor (PARTNER)**, for unemployment insurance 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. Pamphlets will be provided in the One Stop explaining the rights and responsibilities of the unemployed worker and the employer and all available UI

Services.

- b. Unemployment Insurance Benefits. UI may provide a toll-free telephone and computer access designated for use in filing for UI. The NDOL's Office of Unemployment Insurance reserves the right to remove the above referenced dedicated resources from the One Stop. The unemployed person that does not have a recall date to their last employer and is not a member of a union with a hiring hall is required to be registered for work with the Wagner Peyser Service Provider and maintain an active resume for referral by prospective employers. A Reemployment Assessment (REA) representative may be available to meet with claimants and the general public to provide REA services.
 - c. Unemployment Insurance Tax. A tax field representative is available to meet with employers or the general public and provide service on an appointment basis. The field representative is prepared to provide a general overview of the program and the employer responsibilities for unemployment insurance tax as well as address issues specific to any individual employer. The field representative typically provides these services at the employer's place of business, the One Stop or at another location convenient to the employer.
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: n/a
 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: n/a
- C. OPERATIONAL COSTS.
1. PARTNER is co-located at the One Stop.
 2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: Various UI programs authorized under state and federal unemployment compensation laws.
 3. Special Conditions. None.
- D. STAFFING. PARTNER has 1 UI Tax staff position housed at the Grand Island One Stop, and 1 UI Benefits staff who may occasionally visit the Grand Island One Stop.
- E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL. The One Stop shall have a common point of entry for all customers which shall greet

customers and provide the following customer services:

1. Registration in Nebraska Works (NEworks) or a similar system.
2. Explanation of services available.
3. Referral to the appropriate PARTNER(s) for services.

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 July 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 Of Program Information

- 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 to 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 to 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: <i>seth.fager@nebraska.gov</i>

For PARTNER:	
Ron Joyce, UI Benefits Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-2547 Fax: (402) 471-9868 Email: <i>ronald.joyce@nebraska.gov</i>

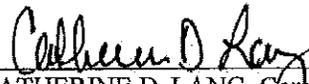
For PARTNER:	
Chris Nider, UI Tax Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-4525 Fax: (402) 471-9868 Email: chris.nider@nebraska.gov

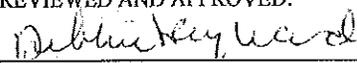
XXIII - Signatures

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

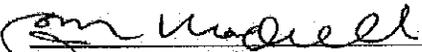
Date M. L. MARTIN, Chair
Greater Nebraska Workforce Investment Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

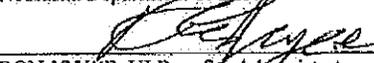
5.19.14
Date 
CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor

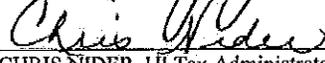
5-22-14
Date


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

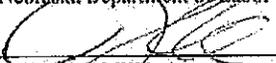
5/22/14
Date


RON JOYCE, UI Benefits Administrator
Nebraska Department of Labor

5/29/14
Date


CHRIS NIDER, UI Tax Administrator
Nebraska Department of Labor

05/28/2014
Date


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

6/9/2014
Date

For PARTNER:	
Chris Nider, UI Tax Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-4525 Fax: (402) 471-9868 Email: <i>chris.nider@nebraska.gov</i>

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

 Date PAMELA LANCASTER, Chair
 Greater Nebraska Chief Elected Officials Board

 Date CATHERINE D. LANG, Commissioner
 Nebraska Department of Labor

REVIEWED AND APPROVED:

 DEBBIE KAY WARD, Controller
 Nebraska Department of Labor

 Date

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

 Date

 RON JOYCE, UI Benefits Administrator
 Nebraska Department of Labor

 Date

 CHRIS NIDER, UI Tax Administrator
 Nebraska Department of Labor

 Date

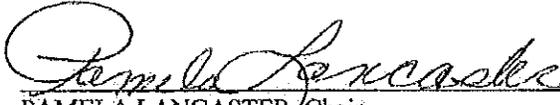
 JOHN H. ALBIN, Agency Legal Counsel
 Nebraska Department of Labor

 Date

For PARTNER:	
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Date	M. L. MARTIN, Chair Greater Nebraska Workforce Investment Board
5-20-14	 PAMELA LANCASTER, Chair Greater Nebraska Chief Elected Officials Board

Date	CATHERINE D. LANG, Commissioner Nebraska Department of Labor
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REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller Nebraska Department of Labor	Date
JOAN MODRELL, E&T Executive Director Nebraska Department of Labor	Date
RON JOYCE, UI Benefits Administrator Nebraska Department of Labor	Date
CHRIS NIDER, UI Tax Administrator Nebraska Department of Labor	Date
JOHN H. ALBIN, Agency Legal Counsel Nebraska Department of Labor	Date

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
CENTRAL COMMUNITY COLLEGE

ABE / GED / Postsecondary Vocational Education 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, **Central Community College (PARTNER)**, for Adult Basic Education (ABE), General Education Development (GED) and postsecondary vocational education 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

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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:

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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

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- 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: n/a

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: n/a
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: n/a
4. Other services to be provided by PARTNER:
 - a. Adult Basic Education (ABE)/Literacy:
 - i. Provides instruction to adults sixteen years of age or older not enrolled in secondary schools.
 - ii. ABE Provides instruction to individuals in basic skills for reading, writing and mathematics.
 - iii. General Education Development preparation for individuals wishing to qualify for the Nebraska High School Diploma
 - iv. Law Enforcement Materials
 - v. Naturalization and citizen classes leading to US citizenship
 - vi. English as a Second Language (ESL)
 - b. Education/Training:
 - i. Degrees, diplomas, certificates
 - ii. Business and industry customized training
 - Job upgrading
 - Skill training
 - Short term training
 - Fast track training
 - Distance learning opportunities
 - c. Tech Prep Program partnership with:
 - i. Education institutions (elementary, secondary and post-secondary)
 - ii. Area Chambers of Commerce
 - iii. Economic Development Organizations
 - iv. Human Resource Associations

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: Central Community College.

3. Special Conditions. PARTNER is connected to NEworks. Students who register with career services at CCC will be registered into NEworks for work search and referral process by the Career Planning and Placement office. Bi-annual contact is made with all students electronically offering WIA services to potential eligible students.

Bi-annual presentations are made to Career Planning and Placement class students about the registration process in Ne Works. Bi-annual meetings are held with Project Help staff and manager to coordinate referral process of potential individuals for training, and partner training to leverage WIA dollars in conjunction with Project Help Training Dollars.

D. STAFFING. PARTNER intends to allocate zero staffing under this MOU.

E. 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, including registration in Nebraska Works (NEworks) 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 access to NEworks. NEworks is the system of choice for the registration, documentation, and referral process of coordinating student services.
3. Referral Process. PARTNER can utilize NEworks, the state's integrated management information system, to assist program clients with their work search, on-line assessments, educational tools, and career development activities, as well as facilitate the electronic referral process. PARTNER can access valuable information on community resources and workforce events through NEworks. Customer data is captured through NEworks. All referrals from NDOL to the partner will be done electronically and documented in NEworks.

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 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 July 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 of Program Information

- 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.

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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.

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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: <i>seth.fager@nebraska.gov</i>
For PARTNER:	
Dr. Greg Smith, President 3134 West Highway 34 PO Box 4903 Grand Island, NE 68802	Phone: (308) 398-4222 Phone: (308) 398-7399 Email: <i>gpsmith@cccneb.edu</i>

[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

6/2/14 _____
Date DR. GREG SMITH, President
Central Community College
Deborah Brennan for GPS 6/2/14

REVIEWED AND APPROVED:

Debbie Kay Ward

DEBBIE KAY WARD, Controller
Nebraska Department of Labor

6-4-14
Date

Joan Modrell

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

6/4/14
Date

Catherine D. Lang

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

6.5.14
Date

John J. Albin

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

6/9/2014
Date

XXIII - Signatures

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

	<i>5/30/14</i>	<i>M. L. Martin</i>
Date		M. L. MARTIN, Chair Greater Nebraska Workforce Investment Board

Date		PAMELA LANCASTER, Chair Greater Nebraska Chief Elected Officials Board

Date		DR. GREG SMITH, President Central Community College

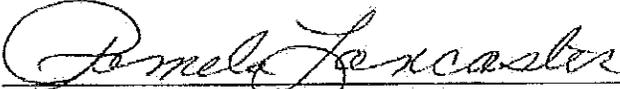
REVIEWED AND APPROVED:

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

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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

5-20-14
Date 
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date DR. GREG SMITH, President
Central Community College

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

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

WIA Indian & Native American Program 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, **Indian Center, Inc. (PARTNER)**, for Indian and Native American program 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:

- I. 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.

- a. Core services to be provided by PARTNER shall include:
 - i. Outreach to inform potential applicants of services available from the Indian Center and the WIA Indian and Native American Program.
 - ii. Orientation on the services of the Indian Center and the WIA Indian and Native American Program.
 - iii. Job search and placement assistance for WIA Indian and Native American Program enrollees and, where appropriate, career counseling.
- b. Delivery of Core Services:
 - i. The Indian Center's state-wide business structure prohibits physical collocation and the delivery of services by Indian Center staff in the One Stops.
 - ii. The WIA Native American Program eligibility requirements and information relating to the availability of services from the Indian Center will be provided in the form of brochures, information sheets, and access to the Nebraska Indian online one stop website.
 - iii. The Indian Center will provide to the One Stop brochures, information sheets, or other documents describing the Indian Center and the WIA Native American Program.
 - iv. The NDOL will make referrals to the Indian Center and the WIA Native American Program through email, fax and/or telephone notification to the closest Indian Center field office.
 - v. Indian Center field office staff will identify program-specific eligibility for all referred clients.
 - vi. The following Indian Center service centers will deliver the WIA Native American Program services: Indian Center, Inc., 1100 Military Road, Lincoln, NE 68508; telephone 402-438-5231; fax 402-438-5236.
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: n/a
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: n/a
4. Other services to be provided by PARTNER: n/a

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: WIA Title I, Native American Programs
 3. Special Conditions. (Any additional factors relevant to the program operational needs of the parties): PARTNER utilizes Bear Tracks for the purpose of tracking recipients of WIA Native American services as its primary intake and monitoring system. PARTNER will have internet access to NEworks. PARTNER agrees to be responsible to the extent possible for ensuring that customers referred for services are receiving the needed service and registration into Ne Works.
- D. STAFFING. PARTNER intends to allocate zero staffing under this MOU.
- E. 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, including registration in Nebraska Works (NEworks) 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 access to NEworks or a similar system agreed upon by the parties. Partner utilizes Bear Tracks for documenting training purposes.
 3. Referral Process. PARTNER can utilize NEworks, the state's integrated management information system, to assist program clients with their work search, on-line assessments, educational tools, and career development activities, as well as facilitate the electronic referral process. PARTNER can access valuable information on community resources and workforce events through NEworks. Career Center customer data is captured through NEworks. All referrals to partner will be done electronically and documented in NEworks.

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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:

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- 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.
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 - 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.
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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:	
Jessica James-Grant, WIA Director 1100 Military Road Lincoln, NE 68508	Phone: (402) 438-5231, Ext. 109 Fax: (402) 438-5236 Email: jessicajamesgrant@gmail.com

[signature page to follow]

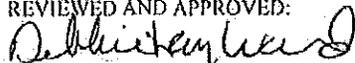
XXIII - Signatures

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

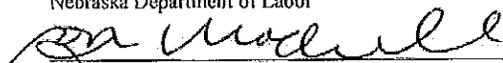
Date M. L. MARTIN, Chair
Greater Nebraska Workforce Investment Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

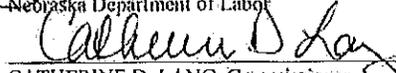
6/2/14 Date CLYDE TYNDALL, Executive Director
Indian Center, Inc.

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor

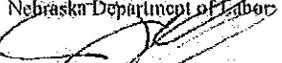
6-4-14
Date


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

6/4/14
Date


CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

6-5-14
Date


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

6/9/14
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 CLYDE TYNDALL, Executive Director
Indian Center, Inc.

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 *May 22, 2014* *Pamela Lancaster*
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date CLYDE TYNDALL, Executive Director
Indian Center, Inc.

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

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

Labor Standards 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, **Nebraska Department of Labor (PARTNER)**, for labor standards services in the **Grand Island American Job Center (One Stop)**.

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: Not applicable.
 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: Not applicable.

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: Not applicable.

C. OPERATIONAL COSTS.

1. PARTNER is co-located at the One Stop.
2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: Not applicable.
3. Special Conditions. None.

D. STAFFING. PARTNER has one 1 staff position located at the One Stop.

E. FINANCIAL COMMITMENT. None.

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. Registration, including registration in Nebraska Works (NEworks) or a similar system.
 - b. Explanation of services available.
 - c. Referral to the appropriate PARTNER(s) for services.
 - d. PARTNER will not participate in the common intake process.

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's contribution to the One Stop's operating costs is governed by and limited to costs set forth in a lease between the PARTNER and the Department of Administrative Services.

VII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER.

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 July 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 Of Program Information

- 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 to 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 to 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. Not applicable.
- 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. 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).

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: <i>seth.fager@nebraska.gov</i>
For PARTNER:	
Jan Baker, Labor Standards Manager 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-3712 Fax: (402) 471-5039 Email: <i>jan.baker@nebraska.gov</i>

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

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

REVIEWED AND APPROVED:
Debbie Kay Ward
DEBBIE KAY WARD, Controller
Nebraska Department of Labor

5-22-14
Date

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

5/22/14
Date

Jan Baker
JAN BAKER, Labor Standards Manager
Nebraska Department of Labor

5-23-14
Date

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

5/27/14
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 M. L. Martin
 Date M. L. MARTIN, Chair
 Greater Nebraska Workforce Investment Board

 Date PAMELA LANCASTER, Chair
 Greater Nebraska Chief Elected Officials Board

 Date CATHERINE D. LANG, Commissioner
 Nebraska Department of Labor

REVIEWED AND APPROVED:

 DEBBIE KAY WARD, Controller
 Nebraska Department of Labor

 Date

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

 Date

 JAN BAKER, Labor Standards Manager
 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

5-20-14
Date 
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor Date

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

JAN BAKER, Labor Standards Manager
Nebraska Department of Labor Date

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

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

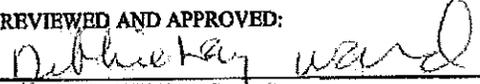
IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

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

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

6-9-2014

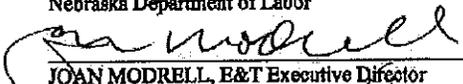
Date JESUS SOTO, CEO, Proteus, Inc.
3850 Merle Hay Road, Ste. 500
Des Moines, IA 50310-1322
Email: jesuss@proteusinc.net

REVIEWED AND APPROVED:


DEBBIE KAY WARD, Controller
Nebraska Department of Labor

6-12-14

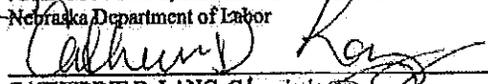
Date



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

6/11/14

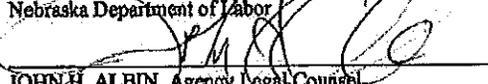
Date



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

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, 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

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
C H P INTERNATIONAL, INC.

Job Corps 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, **CHP International, Inc.** (PARTNER), for Job Corps 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 the following services:
 - a. Job seeker services:

- i. Determine eligibility for the Job Corps program.
 - ii. Outreach, common NWS general information sheet, and orientation to the services available at the One Stop.
 - iii. Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
 - iv. Job search and placement assistance.
 - v. Follow up services.
 - b. No “core” employer services will be provided by PARTNER.
- 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. Job seeker services (primarily provided at Job Corps Centers - services will not be provided by Job Corps at the One Stop):
 - i. Assessment tests (e.g., TABE test) will be administered at Job Corps Centers.
 - ii. Group/individual counseling (both personal and employability matters) will be provided as needed in structured and non-structured manners at the Job Corps Centers.
 - iii. Employability and life skills counseling might be offered to those individuals that have separated from Job Corps as a former enrollee or graduate and are in the career transition phase of Job Corps at the One Stop by the career transition specialist. Such counseling or classes will be offered individually or by offering participation in workshops, etc. offered at the One Stop or through participating partners.
 - iv. Employability and life skills classes will be provided to all enrolled students at the Job Corps Centers.
 - b. Employer (cost reimbursable) services: No direct intensive services are offered to employers through Job Corps. However, employers are invited to participate on Center Industry Councils in hopes of providing information to the instructors and administrators at the Job Corps Centers about new industry standards and skills we could provide to students in order to promote a better standard of employee work ethic and skills.
- 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. Job Seeker (primarily provided at Job Corps Centers - services will not be provided by Job Corps at the One Stop):
 - i. Training is offered in structured, residential environment, both in classroom and on-the-job training opportunities. Training is individualized in many cases.
 - ii. Training opportunities might be provided by the career transition specialist in the One Stop on an as needed basis with individual graduates. Such opportunities might include providing them with resume or hidden job market classes offered through the One Stop or through other partner services.
 - b. Employer (cost reimbursable) services: No direct intensive services are offered to employers through Job Corps. However, employers are invited to participate on Center Industry Councils in hopes of providing information to the instructors and administrators at the Job Corps Centers about new industry standards and skills we could provide to students in order to promote a better standard of employee work ethic and skills.
4. Other services to be provided by PARTNER: n/a
- 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: WIA Title I.
 - 3. Special Conditions. PARTNER has internet access to NEworks. Partner utilizes NEworks for registration and placement assistance of individuals exiting job corps center and are seeking employment placement assistance and retention. Local placement staff meet with NDOL staff on an annual basis to discuss Program Year funding, enrollment requirements, and placement assistance.
- D. STAFFING. PARTNER intends to allocate zero staffing under this MOU.
- E. 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, including registration in Nebraska Works (NEworks) 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 internet access to NEworks or a similar system agreed upon by the parties. Electronic communication, in person visits, and specific client services are done on a one-on-one basis based on needs of the individuals utilizing confidential release of information documents to share information. Information is shared based on potential further training needs of WIA, registration in NEworks, or placement assistance\follow-up requirements of mutual clients.
3. Referral Process. PARTNER can utilize NEworks, the state's integrated management information system, to assist program clients with their work search, on-line assessments, educational tools, and career development activities, as well as facilitate the electronic referral process. PARTNER can access valuable information on community resources and workforce events through NEworks. Career Center customer data is captured through NEworks. All referrals from NDOL will be done electronically and documented in NEworks.

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 July 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 Of Program Information

- 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.

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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.

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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.

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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.

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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.

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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: <i>seth.fager@nebraska.gov</i>
For PARTNER:	
Michelle Olson, Nebraska Project Mgr. 1941 South 42 nd Street, Ste. 130 Omaha, NE 68105	Phone: (402) 926-2810 Fax: (402) 926-2814 Email: <i>michelle.olson@jobcorpsnebraska.com</i>

(signature page to follow)

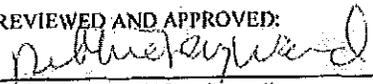
XXIII - Signatures

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

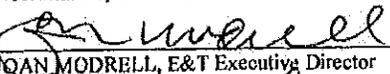
Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

6/9/14
Date _____
MITCHELL OLSON, Nebraska Project Manager
CHP International, Inc. **Howard A. Raik, President**

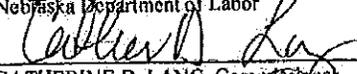
REVIEWED AND APPROVED:


DEBBIE KAY WARD, Controller
Nebraska Department of Labor

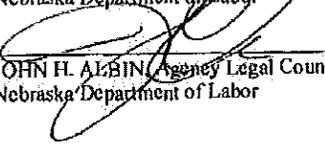
6-12-14
Date


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

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5/30/14
Date

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

Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date

MICHELLE OLSON, Nebraska Project Manager
CHP International, Inc.

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

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

5-20-14
Date 
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date MICHELLE OLSON, Nebraska Project Manager
CHP International, Inc.

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor Date

JOAN MODRELL, B&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

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF EDUCATION,
VOCATIONAL REHABILITATION

Vocational Rehabilitation 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, the **Nebraska Department of Education, Vocational Rehabilitation (PARTNER)**, for vocational rehabilitation 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. Orientation on Vocational Rehabilitation services and intake for Vocational Rehabilitation services.
 - b. Outreach to inform potential applicants of services available from Vocational Rehabilitation.
 - c. Provision of program performance information and program cost information on providers of Vocational Rehabilitation program activities under Title I of the Rehabilitation Act.
 - d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling.
 - e. Delivery of core services. Vocational Rehabilitation will provide an itinerant staff person to be on site weekly at the One Stops. Core services to applicants will be available on a walk-in basis or by appointment. When Vocational Rehabilitation staff is not on-site at the One Stop Center, Vocational Rehabilitation will provide and maintain an appointment calendar for the One Stop. Should interested applicants wish to go to another Vocational Rehabilitation office, One Stop staff will provide applicants with a pamphlet, provided by Vocational Rehabilitation, listing the address and phone numbers of other locations for contact purposes.
 - f. Method of referral of core services. Vocational Rehabilitation and the NDOL agree to utilize the Vocational Rehabilitation appointment calendar, telephone, e-mail, and/or fax for notification of customers referred among partner programs. It will be the responsibility of the referring agency to request information from the partner agency regarding whether or not a customer that was referred to a PARTNER program was determined eligible for services. Vocational Rehabilitation agrees to be responsible to the extent possible for ensuring that customers referred for services are receiving the needed service.

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. Eligibility determination, development of Individual Plan for Employment, counseling and guidance and case management.
 - b. Restoration services, rehabilitation technology services, and independent living services.
 - c. Placement services, including employment success skills, job seeking skills training and retention services, and transition services to students with disabilities.
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. Post-secondary training and on the job training.
 - b. Supported employment services.
 - c. Other Skill Training.
4. Other services to be provided by PARTNER: n/a

C. OPERATIONAL COSTS.

1. Co-Location. PARTNER is Co-Located with the American Job Center In Grand Island Nebraska.
2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is:

Federal Funds: 78.7% Rehabilitation Services Administration
State Funds: 21.3%
3. Special Conditions. Complaints related to the provision or delivery of Vocational Rehabilitation services are governed by due process procedures in §102(C) of the Rehabilitation Act and 34 CFR 361.57. These procedures must be followed in instances in which participants in the Vocational Rehabilitation program challenges a decision affecting the provision of vocational rehabilitation services to the individual, even if the services were provided by Vocational Rehabilitation staff located in a One Stop. Management staff of NDOL and VR meet at a minimum of Quarterly Basis. Program coordinators meet on regular basis based on needs of referrals, mutual clients, training opportunities or referrals. Management staff presents information to VR staff on annual basis based on program year funding and performance changes in program specifics.

D. STAFFING. PARTNER intends to allocate zero staffing under this MOU.

E. 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, including registration in Nebraska Works (NEworks) 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 access to NEworks or a similar system agreed upon by the parties. Individual placement activities are reported by VR on a monthly basis. Individual services are provided to VR based on request and release of confidential form.
3. Referral Process. PARTNER can utilize NEworks, the state's integrated management information system, to assist program clients with their work search, on-line assessments, educational tools, and career development activities, as well as facilitate the electronic referral process. PARTNER can access valuable information on community resources and workforce events through NEworks. Career Center customer data is captured through NEworks. Referrals of individuals from NDOL will be done electronically, or in person based on colocation. All referrals will be documented in NEworks.

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.

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- 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:	
Mark Schultz, Director, VocRehab Services 301 Centennial Mall, South Lincoln, NE 68508	Phone: (402) 471-1202 Fax: (402) 471-0788 Email: mark.schultz@nebraska.gov

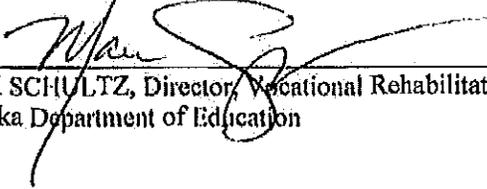
[signature page to follow]

XXIII - Signatures

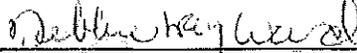
IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

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

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

5/21/14
Date 
MARK SCHULTZ, Director, Vocational Rehabilitation Services
Nebraska Department of Education

REVIEWED AND APPROVED:



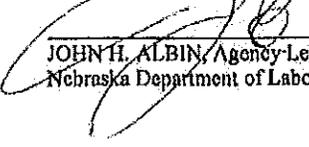
DEBBIE KAY WARD, Controller
Nebraska Department of Labor 5-22-14
Date



JOAN MODRELL, E&T Executive Director
Nebraska Department of Labor 5/22/14
Date



CATHERINE D. LANG, Commissioner
Nebraska Department of Labor 5.27.14
Date



JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor 5/22/14
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 M. L. Martin
Date M. L. MARTIN, Chair
Greater Nebraska Workforce Investment Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date MARK SCHULTZ, Director, Vocational Rehabilitation Services
Nebraska Department of Education

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

5-20-14 _____
Date 
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date MARK SCHULTZ, Director, Vocational Rehabilitation Services
Nebraska Department of Education

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

MEMORANDUM OF UNDERSTANDING

Between

**THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
UNITED TRIBES OF KANSAS & SOUTHEAST NEBRASKA**

WIA Indian & Native American Program 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, **United Tribes of Kansas & Southeast Nebraska**, 3301 Thrasher Road, White Cloud, Kansas 66094 (PARTNER), for WIA Indian & Native American program services in the **Beatrice and Nebraska City One Stop Offices (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 NDOL's One Stops located at:
- 5109 West Scott Road, Suite 413, Beatrice, NE 68310-7059
917 Wildwood Lane, Suite J, Nebraska City, NE 68410
- 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.
 - a. Core services to be provided by PARTNER shall include:
 - i. Outreach to inform potential applicants of services available from the PARTNER and the WIA Indian and Native American Program.
 - ii. Orientation on the services of the PARTNER and the WIA Indian and Native American Program.
 - iii. Job search and placement assistance for WIA Indian and Native American Program enrollees and, where appropriate, career counseling.
 - b. Delivery of Core Services:
 - i. PARTNER's state-wide business structure prohibits physical co-location and the delivery of services by PARTNER staff in the One Stop.
 - ii. The WIA Native American Program eligibility requirements and information relating to the availability of services from PARTNER will be provided in the form of brochures and information sheets.
 - iii. PARTNER will provide to the One Stop brochures, information sheets, or other documents describing PARTNER and the WIA Native American Program.
 - iv. The NDOL will make referrals to PARTNER and the WIA Native American Program through email, fax and/or telephone notification to the closest PARTNER field office.
 - v. PARTNER field office staff will identify program-specific eligibility for all referred clients.
 - vi. The following PARTNER service centers will deliver the WIA Native American Program services: United Tribes of Kansas & Southeast Nebraska, 3301 Thrasher Road, White Cloud, Kansas 66094; phone (785) 595-3291.
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: n/a
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: n/a

4. Other services to be provided by PARTNER: n/a
- 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: WIA Title I, Native American Programs
 3. Special Conditions. (Any additional factors relevant to the program operational needs of the parties): PARTNER utilizes Bear Tracks for the purpose of tracking recipients of WIA Native American services as its primary intake and monitoring system. PARTNER will not utilize NWAS as an information management system or purchase NWAS user fees. Because PARTNER does not use Nebraska Workforce Access System (NWAS), a jointly developed and approved referral form and referral process based upon NWAS will not be utilized. It will be the responsibility of the referring agency to request information from the PARTNER agency regarding whether or not a customer that was referred to a PARTNER program was determined eligible for services. PARTNER agrees to be responsible to the extent possible for ensuring that customers referred for services are receiving the needed service.
- D. PARTNER intends to allocate zero staffing positions to meet its obligations set forth in 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, including registration in the Nebraska Works (NEworks), 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 access to NEworks, or a similar system agreed upon by the parties.
3. Referral Process.
 - 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 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. Referrals from NDOL will be done electronically agreed upon by both partners and all referrals will be documented in NEworks.

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

- A. 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.
- B. A number of methods exist that may be utilized to allocate costs among PARTNERS that are consistent with cost allocation principles, accounting, and procurement guidelines that are appropriate for PARTNER. A number of methodologies, including cost pooling, indirect cost allocation, and cost allocation plans that may be based on the services or activity provided are appropriate. PARTNER shall be required to negotiate with the NDOL on the resources to be made available to the One Stop delivery system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial service, equipment repair, office supplies, etc. Office furniture and appurtenances purchased with WIA funds are the property of the One Stop.

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 July 1, 2014 through June 30, 2017 and supersedes any prior MOU for PARTNER services at any One Stop.
- 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 Of Program Information

- 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 - 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.

XX - E-Verify Statement

PARTNER 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. For purposes of this MOU, 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.

[signature page to follow]

XXI - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective July 1, 2014.

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

Date ROGER GLAWATZ, Chair
Greater Nebraska Chief Elected Officials Board

5-20-14 [Signature]

Date ROBBIE CRAIG, Chairman [Authorized Representative]
United Tribes of Kansas & Southeast Nebraska [One-Stop Partner]
3301 Thrasher Road
White Cloud, KS 66094
(785) 595-3291

REVIEWED AND APPROVED:

[Signature]
DEBBIE KAY WARD, Controller
Nebraska Department of Labor

5-22-14
Date

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

5/22/14
Date

[Signature]
CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

5-27-14
Date

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

5/23/14
Date

XXI - Signatures

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5/30/14
Date

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

Date

ROGER GLAWATZ, Chair
Greater Nebraska Chief Elected Officials Board

Date

ROBBIE CRAIG, Chairman [Authorized Representative]
United Tribes of Kansas & Southeast Nebraska [One-Stop Partner]
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White Cloud, KS 66094
(785) 595-3291

REVIEWED AND APPROVED:

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Nebraska Department of Labor

Date

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Nebraska Department of Labor

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CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

Date

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

Date

XXI - Signatures

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Greater Nebraska Workforce Investment Board

Date *5-20-14* *Penelope Lancaster*
ROGER GLAWATZ, Chair Penelope Lancaster, Chair
Greater Nebraska Chief Elected Officials Board

Date ROBBIE CRAIG, Chairman [Authorized Representative]
United Tribes of Kansas & Southeast Nebraska [One-Stop Partner]
3301 Thrasher Road
White Cloud, KS 66094
(785) 595-3291

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller Date
Nebraska Department of Labor

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

CATHERINE D. LANG, Commissioner Date
Nebraska Department of Labor

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

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

Title V Older Americans Act of 1965 & Partner 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, **Experience Works, Inc.** (PARTNER), for Title V Older Americans Act of 1965 and other PARTNER 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

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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. Job seeker services: Intake, eligibility determination, assessment and individual employment plans (IEP). Subsidized community service training assignments for

- a. Services can be accessed through technology available at the One Stop and links on NEworks.
 - b. Registration, including registration in Nebraska Works (NEworks) or a similar system.
 - c. Explanation of services available.
 - d. Referral to the appropriate PARTNER(s) for services.
2. Information Exchange Systems. PARTNER has internet access to NEworks. Individuals who meet minimal eligibility guidelines of 55 years of age and older and potentially income eligible are provided information on the program with a phone number to call.
 3. Referral Process. PARTNER can utilize NEworks, the state's integrated management information system, to assist program clients with their work search, on-line assessments, educational tools, and career development activities, as well as facilitate the electronic referral process. PARTNER can access information on community resources and workforce events through NEworks. Career Center customer data is captured through NEworks. All referrals from NDOL are completed via the local telephone number and/or electronically and documented in NEworks.

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 July 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 Of Program Information

- 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: <i>seth.fager@nebraska.gov</i>
For PARTNER:	
Barb Wegner, Employment & Training Coordinator P.O. Box 162 Cozad, NE 69130	Phone: (308) 784-3844 Email: <i>barbara_wegner@experienceworks.org</i>

[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

05-22-2014 _____
Date ANN ROUCH, State Program Manager
Experience Works, Inc.

REVIEWED AND APPROVED:
Debbie Keyward
DEBBIE KAY WARD, Controller
Nebraska Department of Labor

5-27-14
Date

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

5/28/14
Date

Catherine D. Lang
CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

6-2-14
Date

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

6-9-14
Date

XXIII - Signatures

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

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

 Date _____
 PAMELA LANCASTER, Chair
 Greater Nebraska Chief Elected Officials Board

 Date _____
 ANN ROUCH, State Program Manager
 Experience Works, Inc.

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

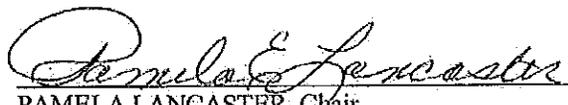
 JOHN H. ALBIN, Agency Legal Counsel
 Nebraska Department of Labor

 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

May 22, 2014
Date 
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date ANN ROUCH, State Program Manager
Experience Works, Inc.

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

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE INVESTMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

**WIA Title I Programs (Adult, Dislocated Worker, Youth), Trade Adjustment Assistance,
Wagner Peyser Act, and Jobs for Veterans' Act (P.L. 107-288)**

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, Nebraska Department of Labor (PARTNER), for WIA Title I program services (Adult, Dislocated Worker and Youth), Trade Adjustment Assistance services, Wagner Peyser Act services, and Jobs for Veterans' Act services (P.L. 107-288) 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: see Attachment #1.

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: see Attachment #1.
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: see Attachment #1.
4. Other services to be provided by PARTNER: see Attachment #1.

C. OPERATIONAL COSTS.

1. Co-Location. PARTNER is co-located at the One Stop.
2. Funding Source. The funding sources that will provide the financial support for PARTNER's participation are:
 - a. Programs authorized under WIA Title I:
 - i. Adult Programs
 - ii. Dislocated Worker Programs
 - iii. Youth Programs
 - b. Activities authorized under the Wagner-Peyser Act/Reemployment Services Program.
 - c. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under Chapter 2 of Title II of the Trade Act of 1974.
 - d. Activities authorized under the Jobs for Veterans' Act, P.L. 107-288.
 - e. Contracted Services for Employment First or Nebraska's welfare reform program established by the Nebraska Unicameral in 1997.
 - f. Contracted services for Workfare (HHS).
3. Special Conditions. (Any additional factors relevant to the program operational needs of the parties): PARTNER will be connected to NEworks. Case notes will also be kept by PARTNER. In the event NEworks is unavailable, referrals will be made via telephone contact, a mailed letter, fax, or email.

D. STAFFING. PARTNER intends to allocate 11 staffing positions to meet its obligations set forth in this MOU.

E. FINANCIAL COMMITMENT. 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, including registration in Nebraska Works (NEworks) 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 access to NEworks or a similar system agreed upon by the parties.
3. Referral Process.
 - 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 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.

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.

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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.

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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.

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- 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.

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- 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.

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1. Exhaustion of designated fund.
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- D. This MOU shall be reviewed annually.
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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.

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- 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 to 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 to 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 PARTNER:	
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 GNWIB:	
M. L. Martin, Chair Coyote Lake Ranch 300 West Circle Drive North Platte, NE 69101	Phone: (308) 530-9200 Fax: (308) 530-9200 Email: mlmartin@charter.net

For GNCEOB:	
Pamela Lancaster, Chair c/o Hall County Commissioner's Office 121 South Pine Street Grand Island, NE 68801	Phone: (308) 385-5093 Fax: (308) 385-5094 Email: pelcommis@charter.net

(signature page to follow)

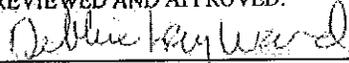
XXIII - Signatures

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

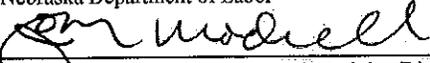
Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

5-19-14
Date 
CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

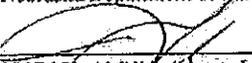
REVIEWED AND APPROVED:


DEBBIE KAY WARD, Controller
Nebraska Department of Labor

5-22-14
Date


JOAN MODRELL, Employment & Training Director
Nebraska Department of Labor

5-22-14
Date


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

5/23/14
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 CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor

Date

JOAN MODRELL, Employment & Training Director
Nebraska Department of Labor

Date

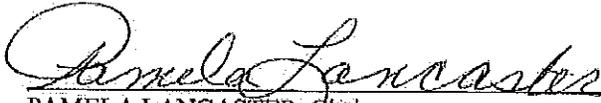
JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor

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 
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor Date

JOAN MODRELL, Employment & Training Director
Nebraska Department of Labor Date

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

Core, Intensive, Training & Other Services - Nebraska Department of Labor
WIA Title I Programs (Adult, Dislocated Worker, Youth), Trade Adjustment Assistance,
Wagner Peyser Act, and Jobs for Veterans' Act (P.L. 107-288)

CORE SERVICES

Title I WIA

- Determinations of whether an individual is eligible to receive services under the Workforce Investment Act
- Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One Stop delivery system
- Initial assessment of academic and occupational skill levels, aptitudes, abilities and supportive service needs
- Job search and placement assistance and where appropriate, career counseling
- Program performance and cost information on eligible providers of training services, eligible providers of youth activities, providers of adult education, providers of post-secondary vocational education activities and vocational education activities available to school dropouts and providers of vocational rehabilitation activities
- Information regarding how the local area is performing on the local performance measures and additional performance information with respect to the One Stop delivery system in the local area.
- Accurate information relating to the availability of supportive services, including childcare and transportation in the local area and referrals to such services as appropriate.
- Information regarding filing claims unemployment compensation. Assistance in financial aid assistance for training and education programs that are not funded under the Workforce Investment Act but are available in the local area.
- Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities who are placed in unsubsidized employment for not less than 12 months after the first day of employment

Wagner Peyser, RES and Veterans' Programs

For the job seeker:

- Eligibility Determination—Determine if eligible to receive services from one or more partners
- Initial Assessment—Completion of application and brief set of questions asked that identify skills and interests
- Intake Outreach—Any service provided up to the actual referral. Train on techniques to identify job openings, finding and holding a job. Includes workshops, support groups, reference materials and one on one assistance on preparing resumes, proficiency and clerical testing included
- Placement assistance—assistance in the completion of job applications, scheduling of job interviews and hiring into identified jobs
- Career Guidance—Provide information, materials, suggestions or advice intended to assist client in making occupation/career decisions
- Provide Labor Market Information—Provide employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: job vacancy listings in such labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings and skill requirements for such occupations.
- Provide Eligible Training Provider Information—Provide information and costs of eligible training providers to meet seeker needs
- Local Area Performance Information Provided—Provision of information regarding how the local area is performing on the local performance measures and the One-Stop delivery system in the local area.
- Supportive Services Information Provided—Provide accurate information relating to the availability of supportive services, including childcare and transportation available in the local area, and referral to such services, such as WIA and Employment First
- Unemployment Compensation Claim Filing Information Provided—Provide information regarding filing claims

- for unemployment compensation utilizing the “apply by phone” brochure or sharing Blue Book information
- Assistance in Getting Financial Assistance beyond Partner Programs—Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are funded beyond the partner programs.
- Follow-up services—Follow-up services for not less than 12 months after the first day of unsubsidized employment, as appropriate

For the employer (no charge services):

- On-line job posting and resume access
- Arrange interview appointments
- Labor and safety standard information
- General labor exchange between employers and job seekers, including recruiting, interviewing and screening
- Labor Market Information
- Rapid Response event
- Standard typing and alphanumeric testing

Trade Assistance Program

- Eligibility Determination—Determine if eligible to receive services from one or more partners
- Initial Assessment Completion of application and brief set of questions asked that identify skills and interests
- Intake Outreach—Enter registration into NEworks. Give One Stop information either on or off-site
- Employment Registration—Any service provided up to actual referral. Train on techniques to identify job openings, finding and holding a job. Includes workshops, support groups, reference materials and one on one assistance on preparing resumes, proficiency and clerical testing included
- Self-directed job search—initiated to assist individuals in developing skills and techniques for finding a job
- Career Guidance—Provide information, materials, suggestions or advice intended to assist client in making occupation/career decisions
- Provide Labor Market Information—Provide employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: Job vacancy listings in such labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings and skill requirements for such occupations
- Provide Eligible Training Provider Information—Provide information and costs of eligible training providers to meet seeker needs
- Unemployment Compensation Claim Filing Information Provided—Provide information regarding filing claims for unemployment compensation utilizing the “apply by phone” brochure or sharing Blue Book information.

INTENSIVE SERVICES

Title I WIA

- Comprehensive and specialized assessment of skill levels and service needs of adults and dislocated workers, which may include:
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives and proper and appropriate combination of services to enable the client to achieve the employment goals.
- Group counseling, individual counseling and career planning
- Case management for clients seeking training services
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare clients for unsubsidized

- employment or training
- Out of area job search assistance
- Literacy activities related to workforce readiness
- Relocation assistance
- Internships and work experience
- Work Experience is a planned and structured learning experience for Adults, Youth and Dislocated Workers that takes place at an actual work site for a limited amount of time (720 hours or \$5220 maximum)
- The Work Experience activity may be paid or unpaid and the worksite may be in the private for profit sector, the non-profit sector or the public sector
- Summer Youth programming would be allowed a maximum of 240 hours each program year with direct links to academic and occupational learning and other elements and strategies as appropriate.

Wagner Peysen, RES and Veterans' Programs

For the job seeker:

- Comprehensive Specialized Assessments
- Diagnostic Testing
- Assess Barriers and Employment Goals
- Develop Employment Plan
- Group Counseling
- Individual Counseling
- Case Management
- Short Term Prevocational Services

For the employer (cost reimbursables):

- Customized recruiting and referral—Staff will search for personnel that require specific criteria. These classifications are generally specialized and professional positions
- Specialized onsite recruitment tailored for a specific company—Staff will target applicants through fliers, customized mailings, and onsite “job fairs” specific to an employer’s recruitment needs.
- Customized assessments—Staff can perform assessments that are employer requested.
- Outsourcing services—Through the One Stop, staff can customize outsourcing services to meet your company’s needs. Services that can be provided include: intensive and customized career counseling, resume and cover letter preparation, enhanced job application assistance and customized interviewing skills assistance, assistance in researching and contacting employers, self-help videos on job search skills, how to be successful in tapping the hidden job market, work history verification, education verification, license/professional certification, physical and drug screen facilitation, room rental

Trade Assistance Program

- Vocational Testing—testing shall be used to determine which individuals skills or potentials can be developed by appropriate training
- Job Development—develop jobs for individuals by soliciting job interviews from public or private employers and shall work with potential employers to customize or restructure particular jobs to meet individual needs

TRAINING SERVICES

Title I WIA

- Occupational skills training, including training for nontraditional employment
- On the Job Training
- Training that combines workplace training with related instruction, which may include cooperative education programs
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Adult education and literacy skills training provided in combination with the training services identified above.
- Customized training

Trade Assistance Program

- On the Job Training (OJT)—may be provided to an individual who meets the conditions for approval of training, as provided in 717.22(a), and who has been hired by the employer, while the individual is engaged in productive work which provides knowledge or skills essential to the full and adequate performance of the job.
- Classroom Training—This training activity is any training of the type normally conducted in a classroom setting, including vocational education, and may be provided to individuals when the conditions for approval of training are met, as provided in 617.22(a), to impart technical skills and information required to enhance the employability of individuals by upgrading basic skills, through the provision of courses such as remedial education of English as a second language, shall be considered as remedial education approvable under 617.22(a) if the criteria for approval of training under 617.22(1) are met.
- Supportive Services Information Provided—Provide accurate information relating to the availability of supportive services, including work orientation, basic education, communication skills, childcare, and transportation available in the local area, and any other services necessary to prepare an individual for full time employment in accordance with the individual's capabilities and employment opportunities and referral to such services, such as WIA Dislocated Worker program.

OTHER SERVICES

Wagner Peyser, RES and Veterans' Programs

Provide information and referral services regarding:

- Work Opportunities Tax Credit
- Federal Bonding
- Labor Law Information

Workfare Contract Services:

- Interview and assess Health & Human Services (HHS) client referrals according to HHS guidelines
- Provide work experience job site for HHS Workfare client referrals
- Monitor job sites and participant compliance