

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Father Flanagan's Boys' Home**  
**regarding**  
**Family Support and Parent Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Father Flanagan's Boys' Home (FFBH) for service delivery in the area's One-Stop Career Center system.

Whereas, the parties desire to build a non-exclusive integrated service delivery system in the Greater Omaha Workforce Investment Area (Douglas, Sarpy, and Washington counties in Nebraska) pursuant to the provisions of the Workforce Investment Act of 1998 (WIA), Section 121(c)(2); and

Whereas, (FFBH) is one of several partners, each of whom are parties to separate memorandums of understanding and provide certain support services to further promote the HWS Board's provision of workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) at 5752 Ames Avenue, Omaha, NE 68104; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations

based on a strong labor market, will be economically beneficial to both job-seekers and employers, and will fulfill the requirements of the WIA.

## **II. Integrated Service Delivery Activities**

A. The parties to this MOU agree to use reasonable efforts 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. Subject to applicable privacy and confidentiality obligations, by statute, regulation, contract or otherwise, promote information-sharing and the coordination of activities to improve the performance of the One-Stop system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility for coordination with the One-Stop Operator, for office management design, daily operational issues for the One Stop, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that FFBH should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations and contractual obligations that govern its activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time FFBH is unable to perform functions under this MOU consistent with FFBH's corporate, statutory and regulatory mandates, FFBH shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict, which shall occur no later than 30 days after such notice.

## **IV. Identification of Negotiations by One-Stop Partners**

FFBH and the HWS Board shall negotiate in good faith and enter into a separate attachment A to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by FFBH.
- C. The funding source that will provide the financial support for FFBH's participation.
- D. The facility space, location, parking, and other specific operational needs of FFBH.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by FFBH.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of FFBH or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and FFBH will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. FFBH will use best efforts to:

1. Deliver high-quality services through the One-Stop system.
2. Allow all FFBH staff located at the One-Stop Center (as described on Attachment A) to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. FFBH shall use its best efforts to ensure all customers receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. FFBH shall contribute a fair share of the operating costs based on FFBH's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. FFBH shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

D. The parties acknowledge and agree that FFBH's share of all costs and expenses related to FFBH's use of the facility, including rent, operating costs and communication costs, is governed by the sublease between FFBH and Heartland Workforce Solutions, Inc.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NWorks, or some additional method agreed upon by both parties. The One-Stop system will be using NWorks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

FFBH will have a policy and procedure to handle complaints and grievances specific to services provided by them. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

The undersigned parties bind themselves to the faithful performance of this MOU.

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

## **XI. Risk of Loss, Insurance and Indemnity**

- A. If the Partner is a state agency, it is self-insured.
- B. Each party 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 or Heartland Workforce Solutions unless such loss or damage was due to the actions of the other Partner.
- C. Each Partner and Heartland Workforce Solutions, Inc. will continuously maintain in full force and effect, at all times during the term hereof, liability, property, casualty, worker's compensation, professional liability and other types of insurance policies or other comparable insurance or self-insurance, in coverage amounts commercially reasonable and appropriate for the operations contemplated by this MOU and Attachment A.
- D. FFBH shall indemnify, defend and hold Heartland Workforce Solutions, Inc. harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by FFBH related to FFBH's services under this MOU and Attachment A. Heartland Workforce Solutions Board shall indemnify, defend and hold FFBH harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by Heartland Workforce Solutions, Inc. under this MOU and Attachment A. This provision shall survive the expiration or earlier termination of this MOU or Attachment A.

## **XII. Term of MOU**

A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.

B. Any party to this MOU may suggest changes by contacting HWS.

C. Any amendment to this MOU shall be in writing and signed by all parties.

D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.

E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.

F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:

1. Exhaustion of designated funds.
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.
4. FFHB discontinues providing services in the Greater Omaha Workforce Investment Area.
5. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between FFHB and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

G. This MOU shall be reviewed bi-annually.

## **XIII. Assignability**

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

## **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

#### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

1. Each Partner and Heartland Workforce Solutions, Inc., 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 the Partners.
3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.
4. Each Partner and Heartland Workforce Solutions, Inc., 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, HWS and its staff shall adhere to HWS' confidentiality policy during the term of this MOU and 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XVII. Entire Agreement**

This MOU and Attachment A contains the entire agreement of the parties with respect to the delivery of workforce development services. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

#### **XVIII. 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.

#### **XIX. Public Record Statement**

This document is a public record. In the event Heartland Workforce Solutions, Inc. is required to disclose this MOU to any governmental agency, official or other third party, as part of an open records request or otherwise, it will notify FFBH of such disclosure, but HWS shall not be obligated to first obtain FFBH's consent.

#### **XX. Staffing**

This MOU does not create any employment relationships or establish other employment-related rights. FFBH shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS's ability to provide other essential services. Nothing in this MOU shall create or shall be construed to create a partnership, joint venture, agency or any other relationship between Heartland Workforce Solutions, Inc., the HWS Board, the Mayor, the City of Omaha, FFBH and/or any Partner. Neither party or such party's employees or representatives will be deemed or construed to be an employee of the other for any reason.

#### **XXI. Dispute Resolution**

The parties agree to cooperate to resolve differences in interpretation of this MOU and Attachment A or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under this MOU. Within ten days of the execution of this MOU, each party shall designate one person to act as that party's representative for dispute resolution purposes and shall notify the other parties of the person's name, business address, telephone number and e-mail address. Within ten days from delivery of a written request by one party's representative to the others for dispute resolution, the representatives shall confer to attempt to resolve the disagreement. If the representatives cannot reach such a satisfactory dispute resolution, either representative may refer the dispute to the chief executive officers of the parties. The Chief Executive Officers shall thereafter confer to attempt to resolve the dispute. Nothing in this MOU shall preclude either party from seeking relief from a court of law relating to any differences or disputes arising under this MOU or Attachment A. The obligations of this paragraph survive termination or expiration of the MOU .

*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

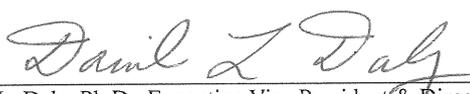
10/22/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tom Whalen, Chair  
HWS Board/Greater Omaha Workforce Investment Board

11/8/2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

10/22/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daniel L. Daly, Ph.D., Executive Vice President & Director of Youth Care  
Father Flanagan's Boys' Home

10/15/12  
\_\_\_\_\_  
Date

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Father Flanagan's Boys' Home**  
regarding  
**Family Support and Parent Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Father Flanagan's Boys' Home (FFBH) for service delivery in the area's One-Stop Career Center system.

Whereas, FFBH will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and FFBH have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and FFBH agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## II. Identification of Negotiations by FFBH

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### A. Specification of One-Stop site location:

Heartland Workforce Solutions Center  
5752 Ames Avenue (Ames Plaza)  
Omaha, NE 68104

### B. FFBH shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under FFBH’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to FFBH’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

### C. The funding source that will provide the financial support for FFBH participation is:

- Department of Health and Human Services and combination of grants and endowments

### D. The facility space, location, parking, and other specific operational needs of FFBH.

- Six cubicles along with large room; parking is available east of the building

### E. Expected staffing levels and availability for participation in common services.

- 6 staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

► 1. FFBH is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). OR

N/A 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$25 per month during the term of the MOU; OR

N/A 3. The PARTNER is not co-located at the One-Stop, but will provide in-kind services at the One-Stop:

G. Use of common intake and information exchange systems:

1. FFBH may have access to NEworks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.

2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:

- a. Registration, including registration in NEworks or another intake system,
- b. Explanation of services available,
- c. Assessment of needs and referral to the appropriate Partners for services,
- d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. FFBH agrees to allow its staff to participate on functional teams.

2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. FFBH agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, FFBH agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable. N/A

### III. Amendment Provisions

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### IV. Term of Agreement

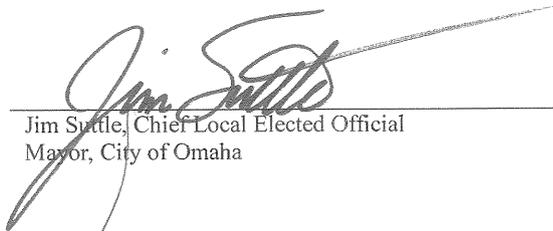
This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should FFBH cease to deliver services in the Greater Omaha Workforce Investment Area.
- E. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between FFBH and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

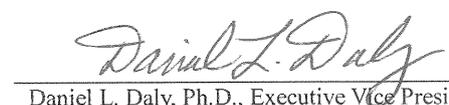
11/27/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tom Whalen, Chair  
HWS Board/Greater Omaha Workforce Investment Board

11/22/2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

11/26/2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daniel L. Daly, Ph.D., Executive Vice President & Director of Youth Care  
Father Flanagan's Boys' Home

11/12/12  
\_\_\_\_\_  
Date

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
Between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Easter Seals Nebraska**  
regarding  
**Employment Network Services/Ticket to Work Program**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Easter Seals Nebraska for service delivery in the area's One-Stop Career Center system.

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

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

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;

4. Identify and work to eliminate 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 common data system to track client progress; and

7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the PARTNERS. The PARTNERS shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the PARTNER is unable to perform functions under this MOU consistent with the PARTNER'S statutory and regulatory mandates, the PARTNER shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The PARTNER and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by the PARTNER.
- C. The funding source that will provide the financial support for the PARTNER'S participation.
- D. The facility space, location, parking, and other specific operational needs of the PARTNER.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the PARTNER or of the HWS Board.

**V. Quality Assurance**

A. It is agreed that the HWS Board and the PARTNER will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating PARTNERS.

B. The PARTNER will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all PARTNER staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. The PARTNER shall contribute a fair share of the operating costs based on the PARTNER'S use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the PARTNERS that are consistent with cost-allocation principles, accounting, and procurement guidelines. The PARTNER shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the PARTNER.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each PARTNER will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by the PARTNER. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the PARTNER is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective September 10, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the PARTNER upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. Should the PARTNER cease to provide services in the local workforce investment area.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The PARTNER shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the PARTNERS.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each PARTNER, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

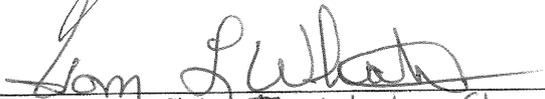
This MOU does not create any employment relationships or establish other employment-related rights. The PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The PARTNER will indemnify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

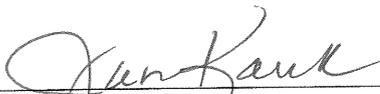
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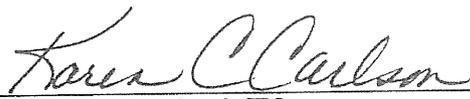
**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 8/22/12

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
Tom Whalen, Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 8/22/2012

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 8-22-2012

  
\_\_\_\_\_  
Karen Carlson, President & CEO  
Easter Seals Nebraska (ESN)  
Date 8-20-2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
**between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Easter Seals Nebraska**  
**regarding**  
**Employment Network Services/Ticket to Work Program**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Easter Seals Nebraska (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## II. Identification of Negotiations by One-Stop PARTNER

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### A. Specification of One-Stop site location:

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 9-10-12*

Heartland Workforce Solutions Center  
5752 Ames Avenue (Ames Plaza)  
Omaha, NE 68104

### B. The PARTNER shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER’S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER’S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the PARTNER’S participation is: Easter Seals of Nebraska/Ticket to Work

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- One workstation cubicle

E. Expected staffing levels and availability for participation in common services.

- Two staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (cost share is per sublease agreement). For the term September 10, 2012 to June 30, 2014, co-located PARTNERS may be needed to provide staffing relief for the common point of entry; or
- 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The PARTNER is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

- 1. The PARTNER will have access to NEworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
- 2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

- 1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the PARTNERS. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.
- 2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share

customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

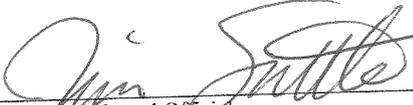
This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

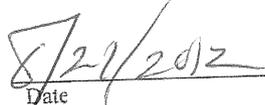
- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

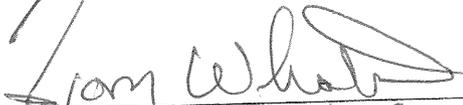
*Signature sheet appears on next page.*

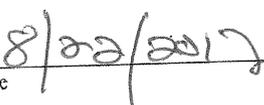
V. Signatures

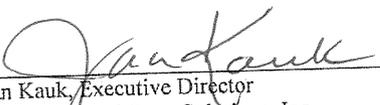
In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

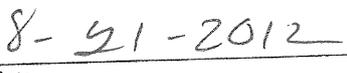
  
 \_\_\_\_\_  
 Jim Suttle, Chief Local Elected Official  
 Mayor, City of Omaha

  
 \_\_\_\_\_  
 Date

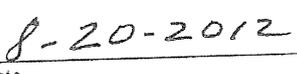
  
 \_\_\_\_\_  
~~James Hanson, Jr., Chair~~ Tom Whalen, Chair  
 HWS Board/Greater Omaha Workforce Investment Board

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jan Kauk, Executive Director  
 Heartland Workforce Solutions, Inc.

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Karen Carlson, President & CEO  
 Easter Seals Nebraska (ESN)

  
 \_\_\_\_\_  
 Date

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Eastern Nebraska Community Action Partnership**  
**regarding**  
**Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and the Eastern Nebraska Community Action Partnership (ENCAP) for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop Operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

- A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.
- B. The Partner will:
  - 1. Deliver high-quality services through the One-Stop system.
  - 2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
  - 3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

- C. All customers will receive:

- 1. Prompt and courteous service.
  - 2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. The Partner ceases to provide services in the Greater Omaha Workforce Investment Area.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

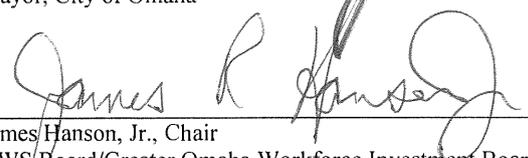
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

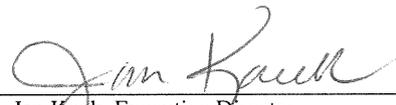
*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 6/6/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 6/11/2012

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 6/5/2012

  
\_\_\_\_\_  
Rev. Dwight L. Ford, Executive Director  
Eastern Nebraska Community Action Partnership  
Date 5/30/2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Eastern Nebraska Community Action Partnership (ENCAP)**  
regarding  
**Employment & Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and the Eastern Nebraska Community Action Partnership (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

A. Specification of One-Stop site location:

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 7-1-12*

Workforce Solutions Center  
Ames Plaza, 5752 Ames Avenue  
Omaha, NE 68104

B. The PARTNER shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER’S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER’S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the PARTNER’S participation is:  
Community Service Block Grant

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- N/A

E. Expected staffing levels and availability for participation in common services.

- N/A

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or
- ▶ 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; or
- 3. The PARTNER is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

1. The PARTNER will have access to NEworks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share

customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

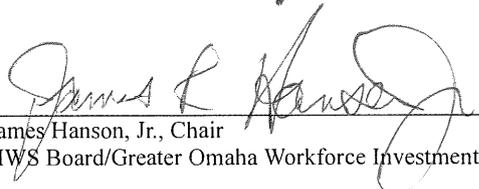
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

\_\_\_\_\_  
Date 6/6/12

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

\_\_\_\_\_  
Date 6/11/2012

  
\_\_\_\_\_  
Jan Kaul, Executive Director  
Heartland Workforce Solutions, Inc.

\_\_\_\_\_  
Date 6/5/2012

  
\_\_\_\_\_  
Rev. Dwight L. Ford, Executive Director  
Eastern Nebraska Community Action Partnership

\_\_\_\_\_  
Date 5/30/2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Eastern Nebraska Office on Aging**  
**regarding**  
**Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Eastern Nebraska Office on Aging, for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

### **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

### **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.

D. The facility space, location, parking, and other specific operational needs of the Partner.

E. Expected staffing levels and availability for participation in common services.

F. Financial commitment based upon the actual costs of services in the facility used by the Partner.

G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.

H. Role of the One-Stop operator.

I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

## **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop Operator in providing for the safety and security of all customers and staff at the One Stop Center.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop Operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will use NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop Operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or

C. Any voter registration activity.

**XI. Risk of Loss** *(Do we have Ins. that covers this location?)*

A. If the Partner is a state agency, it is self-insured.

B. The Partner 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.

**XII. Term of MOU**

A. This MOU is effective March 1, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.

B. Any party to this MOU may suggest changes by contacting the HWS Board staff.

C. Any amendment to this MOU shall be in writing and signed by all parties.

D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.

E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.

F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:

1. Exhaustion of designated funds.
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.

G. This MOU shall be reviewed bi-annually.

**XIII. Assignability**

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

#### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

#### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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.

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- c. Store all digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

## **XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

## **XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

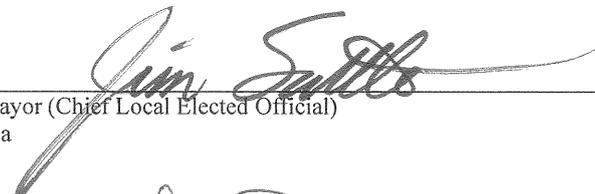
**XX. Staffing**

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

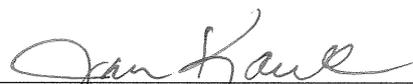
*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

 Jim Suttle, Mayor (Chief Local Elected Official) City of Omaha	10/9/2012 Date
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 <del>James Hanson, Jr., Chair</del> Tom Whalen, Chair HWS Board/Greater Omaha Workforce Investment Board	10/4/2012 Date
--	-------------------

 Jan Kauk, Executive Director Heartland Workforce Solutions, Inc.	10/10/2010 Date
--	--------------------

 Mary Ann Borgeson The Eastern Nebraska Office on Aging	9/12/12 Date
---	-----------------

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop Operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**The Eastern Nebraska Office on Aging**  
regarding  
**Employment & Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and The Eastern Nebraska Office on Aging (Partner), for service delivery in the area's One-Stop Career Center system.

Whereas, the Partner will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and Partner have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop Partner**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Effective 7-1-12  
 Workforce Solutions Center  
 Ames Plaza, 5752 Ames Avenue  
 Omaha, NE 68104

### **B. The Partner shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under the Partner’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the Partner’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the Partner’s participation is: Senior Community Service Employment Program (SCSEP) funds authorized under Title V of the Older Americans Act of 1965

### **D. The facility space, location, parking, and other specific operational needs of the Partner.**

- One workstation cubicle

### **E. Expected staffing levels and availability for participation in common services.**

- One part-time staff

## F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The Partner is co-located at the One-Stop and has agreed to share in the cost of common space, front desk Navigator, and security costs and pay the full cost of their dedicated common space (see sublease for specifics). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or
- 2. The Partner is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The Partner is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

(?)  
where

## G. Use of common intake and information exchange systems:

1. The Partner will have access to NEworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

## H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The Partner agrees to allow its staff to participate on functional teams.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the Partner agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service

delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective July 1, 2012 through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

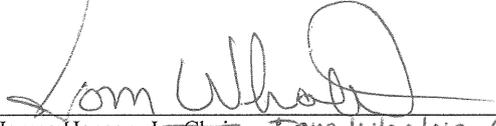
*Signature sheet appears on next page.*

V. Signatures

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
 \_\_\_\_\_  
 Jim Suttle, Chief Local Elected Official  
 Mayor, City of Omaha

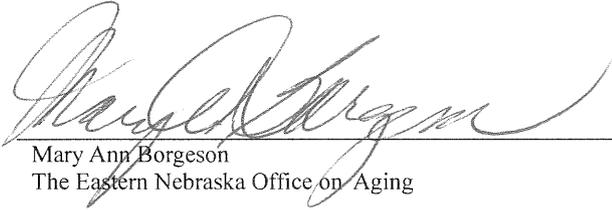
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 Date 10/9/2012

  
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 James Hanson, Jr., Chair Tom Whalen, Chair  
 HWS Board/Greater Omaha Workforce Investment Board

\_\_\_\_\_  
 Date Oct 5, 2012

  
 \_\_\_\_\_  
 Jan Kaul, Executive Director  
 Heartland Workforce Solutions, Inc.

\_\_\_\_\_  
 Date Oct 10, 2012

  
 \_\_\_\_\_  
 Mary Ann Borgeson  
 The Eastern Nebraska Office on Aging

\_\_\_\_\_  
 Date 9/12/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Experience Works**  
**regarding**  
**Senior Community Service Employment Programs**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Experience Works, for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

### **I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

### **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

### **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.

- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at a One-Stop center or otherwise connected to the One-Stop system to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop operator.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner if so requested. When appropriate, reception area workers will assist customers in the resource room or perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or

C. Any voter registration activity.

#### **XI. Risk of Loss**

A. If the Partner is a state agency, it is self-insured.

B. If the 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.

#### **XII. Term of MOU**

A. This MOU is effective February 2, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.

B. Any party to this MOU may suggest changes by contacting the HWS Board.

C. Any amendment to this MOU shall be in writing and signed by all parties.

D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.

E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.

F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:

1. Exhaustion of designated funds.
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.

G. This MOU shall be reviewed bi-annually.

#### **XIII. Assignability**

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

#### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

#### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

## **XVII. Entire Agreement**

This MOU and Attachment A 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.

## **XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

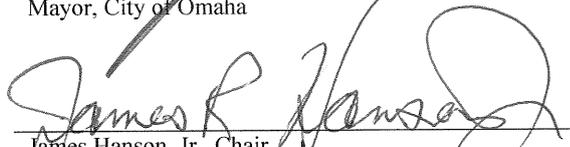
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

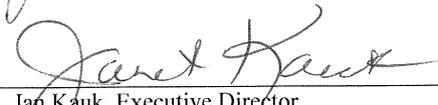
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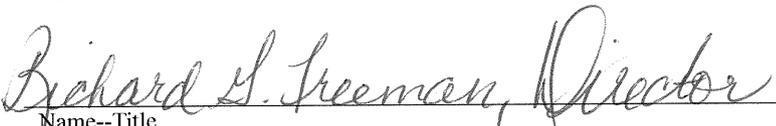
**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 4/27/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 4/17/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 4/17/12

  
\_\_\_\_\_  
Name--Title  
Experience Works  
Date 4/11/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
**between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Experience Works**  
**regarding**  
**Employment & Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Experience Works (Partner), for service delivery in the area's One-Stop Career Center system.

Whereas, the Partner will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and Partner have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop Partner**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Effective 7-1-12 Partner will be co-located at:  
 Workforce Solutions Center  
 Ames Plaza, 5752 Ames Avenue  
 Omaha, NE 68104

### **B. The Partner shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under the Partner’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the Partner’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the Partner’s participation is: Senior Community Service Employment Program (SCSEP) funds authorized under Title V of the Older Americans Act of 1965

D. The facility space, location, parking, and other specific operational needs of the Partner.

- One workstation cubicle

E. Expected staffing levels and availability for participation in common services.

- One f.t.e.

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The Partner is co-located at the One-Stop and has agreed to share in the cost of common space, front desk Navigator, and security costs and pay the full cost of their dedicated common space (see sublease for specifics). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or
- 2. The Partner is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The Partner is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

- 1. The Partner will have access to NEworks or participate in other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
- 2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

- 1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The Partner agrees to allow its staff to participate on functional teams.
- 2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services,

policies, or procedures change. Additionally, the Partner agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement for services at Ames Plaza shall be effective July 1, 2012 through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

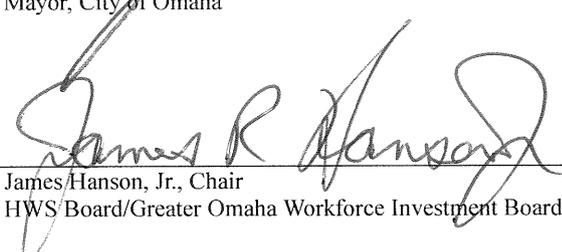
- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

*Signature sheet appears on next page.*

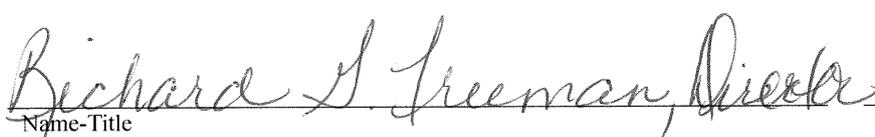
**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 4/27/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 4/17/12

  
\_\_\_\_\_  
Jan Kruk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 4/14/12

  
\_\_\_\_\_  
Name-Title  
Experience Works  
Date 4/11/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Goodwill, Inc.**  
**regarding**  
**WIA Adult-Dislocated Worker Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Goodwill, Inc. for Adult and Dislocated Worker Services, for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. Should the Partner cease to provide services in Douglas, Washington and Sarpy counties.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

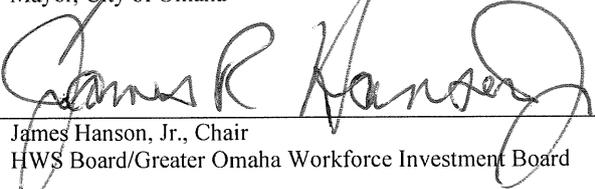
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

*Signature sheet appears on next page.*

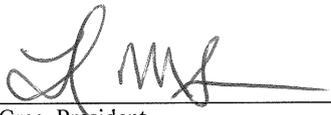
**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 5/25/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 5/25/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 5/23/12

  
\_\_\_\_\_  
Frank McGree, President  
Goodwill Industries, Inc.  
Date 5/7/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Goodwill Industries, Inc.**  
regarding  
**WIA Adult and Dislocated Worker Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Goodwill Industries for WIA Adult and Dislocated Worker Services (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. "Training services" means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. "Youth activities" means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 7-1-12*

Workforce Solutions Center

Ames Plaza, 5752 Ames Avenue

Omaha, NE 68104

### **B. The PARTNER shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER'S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER'S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of performance and program cost information on eligible providers of training services.
6. 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.
7. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.
8. Follow-up services, including career guidance regarding the workplace for participants in Workforce Investment activities authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.
9. Intensive Services including but not limited to: Assessment and Individual Employment Plan Development, Career Guidance, Work Experience, Case Management, and Prevocational Services
10. Training Services including but not limited to: Occupation Skill Training, On the Job Training, Partner Training, Customized Training, and Apprenticeship

C. The funding source that will provide the financial support for the PARTNER'S participation is: Title I WIA Adult and Dislocated Worker Programs

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- 2 private offices and 12 workstation cubicles

E. Expected staffing levels and availability for participation in common services.

- 14 full-time staff
- May have some part-time or Work Experience staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details) for the term July 1, 2012 to June 30, 2014. Co-located PARTNERS may be needed to provide staffing relief for the common point of entry; or
- 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The PARTNER is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

1. The PARTNER will have access to Neworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in Neworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the PARTNERS. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.

2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

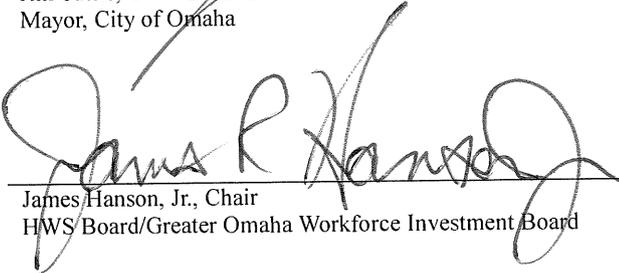
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

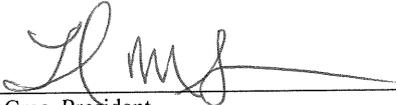
Date 5/25/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

Date 5/25/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

Date 5/23/12

  
\_\_\_\_\_  
Frank McGree, President  
Goodwill Industries, Inc.

Date 5/7/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Goodwill, Inc.**  
**regarding**  
**WIA Youth Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Goodwill, Inc. for Youth Services, for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

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A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. Should the Partner cease to provide services in Douglas, Washington and Sarpy counties.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

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

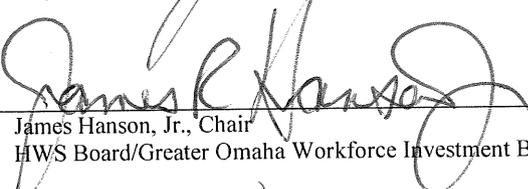
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**XXI. Signatures**

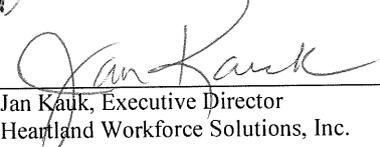
In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

\_\_\_\_\_  
Date 5/29/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

\_\_\_\_\_  
Date 5/25/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

\_\_\_\_\_  
Date 5/23/2012

  
\_\_\_\_\_  
Frank McGree, President  
Goodwill Industries, Inc.

\_\_\_\_\_  
Date 5/7/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Goodwill Industries, Inc.**  
regarding  
**WIA Youth Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Goodwill Industries for WIA Youth Services (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. "Training services" means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. "Youth activities" means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 7-1-12*

Workforce Solutions Center  
Ames Plaza, 5752 Ames Avenue  
Omaha, NE 68104

### **B. The PARTNER shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER'S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER'S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of performance and program cost information on eligible providers of training services.
6. 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.
7. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.
8. Follow-up services, including career guidance regarding the workplace for participants in Workforce Investment activities authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.
9. Intensive Services including but not limited to: Assessment and Individual Employment Plan Development, Career Guidance, Work Experience, Case Management, and Prevocational Services
10. Training Services including but not limited to: Occupation Skill Training, On the Job Training, Partner Training, Customized Training, and Apprenticeship

C. The funding source that will provide the financial support for the PARTNER'S participation is: Title I WIA Adult and Dislocated Worker Programs

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- 2 private offices and 12 workstation cubicles

E. Expected staffing levels and availability for participation in common services.

- 14 full-time staff
- May have some part-time or Work Experience staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

▶ 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details) for the term July 1, 2012 to June 30, 2014. Co-located PARTNERS may be needed to provide staffing relief for the common point of entry; or

2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or

3. The PARTNER is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

1. The PARTNER will have access to NEworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.

2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:

- a. Registration, including registration in NEworks or another intake system,
- b. Explanation of services available,
- c. Assessment of needs and referral to the appropriate Partners for services,
- d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the PARTNERS. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.

2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

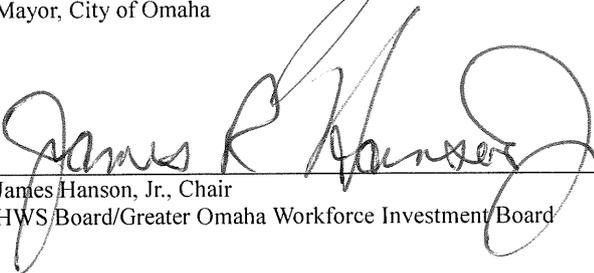
- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

*Signature sheet appears on next page.*

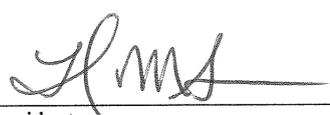
**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 5/25/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 5/25/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 5/23/12

  
\_\_\_\_\_  
Frank McGree, President  
Goodwill Industries, Inc.  
Date 5/7/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Grayson's Non-Profit Consulting and Re-entry Services Program**  
**regarding**  
**Employment Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Local Elected Official for the Greater Omaha Area, and Grayson's Non-Profit Consulting and Re-entry Services Program for service delivery in the area's One-Stop Career Center/American Job Center system.

Whereas, the parties desire to build a non-exclusive integrated service delivery system in the Greater Omaha Workforce Investment Area (Douglas, Sarpy, and Washington counties in Nebraska) pursuant to the provisions of the Workforce Investment Act of 1998 (WIA), Section 121(c)(2); and

Whereas, Grayson's Non-Profit Consulting and Re-entry Services Program is one of several partners, each of whom are parties to separate memorandums of understanding and provide certain support services to further promote the HWS Board's provision of workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) at 5752 Ames Avenue, Omaha, NE 68104; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers and employers, and will fulfill the requirements of the WIA.

## **II. Integrated Service Delivery Activities**

A. The parties to this MOU agree to use reasonable efforts 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. Subject to applicable privacy and confidentiality obligations, by statute, regulation, contract or otherwise, promote information-sharing and the coordination of activities to improve the performance of the One-Stop system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility for coordination with the One-Stop Operator, for office management design, daily operational issues for the One Stop, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that Grayson's Non-Profit Consulting & Re-entry Services should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations and contractual obligations that govern its activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time Grayson's Non-Profit Consulting & Re-entry Services is unable to perform functions under this MOU consistent with Grayson's Non-Profit Consulting & Re-entry Services' corporate, statutory and regulatory mandates, Grayson's Non-Profit Consulting & Re-entry Services shall immediately provide written notice to the HWS Board through its staff to establish

a date for mutual resolution of the conflict, which shall occur no later than 30 days after such notice.

#### **IV. Identification of Negotiations by One-Stop Partners**

Grayson's Non-Profit Consulting & Re-entry Services and the HWS Board shall negotiate in good faith and enter into a separate attachment A to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by Grayson's Non-Profit Consulting & Re-entry Services.
- C. The funding source that will provide the financial support for Grayson's Non-Profit Consulting & Re-entry Services' participation.
- D. The facility space, location, parking, and other specific operational needs of Grayson's Non-Profit Consulting & Re-entry Services.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by Grayson's Non-Profit Consulting & Re-entry Services.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of Grayson's Non-Profit Consulting & Re-entry Services or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and Grayson's Non-Profit Consulting & Re-entry Services will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. Grayson's Non-Profit Consulting & Re-entry Services will use best efforts to:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Grayson's Non-Profit Consulting & Re-entry Services staff located at the One-Stop Center (as described on Attachment A) to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by

the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.

3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. Grayson's Non-Profit Consulting & Re-entry Services shall use its best efforts to ensure all customers receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. Grayson's Non-Profit Consulting & Re-entry Services shall contribute a fair share of the operating costs based on Grayson's Non-Profit Consulting and Re-entry Services Program's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. Grayson's Non-Profit Consulting & Re-entry Services shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

D. The parties acknowledge and agree that Grayson's Non-Profit Consulting & Re-entry Services' share of all costs and expenses related to Grayson's Non-Profit Consulting & Re-entry Services' use of the facility, including rent, operating costs and communication costs, is governed by the sublease between Grayson's Non-Profit Consulting & Re-entry Services and Heartland Workforce Solutions, Inc.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

### **VIII. Complaint and Grievance Procedures**

Grayson's Non-Profit Consulting & Re-entry Services will have a policy and procedure to handle complaints and grievances specific to services provided by them. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

### **IX. MOU Approval**

The undersigned parties bind themselves to the faithful performance of this MOU.

### **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

### **XI. Risk of Loss, Insurance and Indemnity**

- A. If the Partner is a state agency, it is self-insured.
- B. Each party 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 or Heartland Workforce Solutions unless such loss or damage was due to the actions of the other Partner.
- C. Each Partner and Heartland Workforce Solutions, Inc. will continuously maintain in full force and effect, at all times during the term hereof, liability, property, casualty, worker's compensation, professional liability and other types of insurance policies or other comparable

insurance or self-insurance, in coverage amounts commercially reasonable and appropriate for the operations contemplated by this MOU and Attachment A.

D. Grayson's Non-Profit Consulting & Re-entry Services shall indemnify, defend and hold Heartland Workforce Solutions, Inc. harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by Grayson's Non-Profit Consulting & Re-entry Services related to Grayson's Non-Profit Consulting & Re-entry Services' services under this MOU and Attachment A. Heartland Workforce Solutions Board shall indemnify, defend and hold Grayson's Non-Profit Consulting & Re-entry Services harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by Heartland Workforce Solutions, Inc. under this MOU and Attachment A. This provision shall survive the expiration or earlier termination of this MOU or Attachment A.

## **XII. Term of MOU**

A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.

B. Any party to this MOU may suggest changes by contacting HWS.

C. Any amendment to this MOU shall be in writing and signed by all parties.

D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.

E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.

F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:

1. Exhaustion of designated funds.
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.
4. Grayson's Non-Profit Consulting & Re-entry Services discontinues providing services in the Greater Omaha Workforce Investment Area.

5. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between Grayson's Non-Profit Consulting & Re-entry Services and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

1. Each Partner and Heartland Workforce Solutions, Inc., 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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner and Heartland Workforce Solutions, Inc., 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, HWS and its staff shall adhere to HWS' confidentiality policy during the term of this MOU and 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XVII. Entire Agreement**

This MOU and Attachment A contains the entire agreement of the parties with respect to the delivery of workforce development services. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

#### **XVIII. 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.

#### **XIX. Public Record Statement**

This document is a public record. In the event Heartland Workforce Solutions, Inc. is required to disclose this MOU to any governmental agency, official or other third party, as part of an open records request or otherwise, it will notify Grayson's Non-Profit Consulting & Re-entry Services of such disclosure, but HWS shall not be obligated to first obtain Grayson's Non-Profit Consulting & Re-entry Services' consent.

#### **XX. Staffing**

This MOU does not create any employment relationships or establish other employment-related rights. Grayson's Non-Profit Consulting & Re-entry Services shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS's ability to provide other essential services. Nothing in this MOU shall create or shall be construed to create a partnership, joint venture, agency or any other relationship between Heartland Workforce Solutions, Inc., the HWS Board, the Mayor, the City of Omaha, Grayson's Non-Profit Consulting & Re-entry Services and/or any Partner. Neither party or such party's employees or representatives will be deemed or construed to be an employee of the other for any reason.

#### **XXI. Dispute Resolution**

The parties agree to cooperate to resolve differences in interpretation of this MOU and Attachment A or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under this MOU. Within ten days of the execution of this MOU, each party shall designate one person to act as that party's representative for dispute resolution

purposes and shall notify the other parties of the person's name, business address, telephone number and e-mail address. Within ten days from delivery of a written request by one party's representative to the others for dispute resolution, the representatives shall confer to attempt to resolve the disagreement. If the representatives cannot reach such a satisfactory dispute resolution, either representative may refer the dispute to the chief executive officers of the parties. The Chief Executive Officers shall thereafter confer to attempt to resolve the dispute. Nothing in this MOU shall preclude either party from seeking relief from a court of law relating to any differences or disputes arising under this MOU or Attachment A. The obligations of this paragraph survive termination or expiration of the MOU.

### XXI. Signatures

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.



Jean Stothert, Chief Local Elected Official  
Mayor, City of Omaha

10/28/13

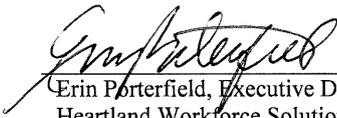
Date



Wendy Boyer, Chair  
HWS Board/Greater Omaha Workforce Investment Board

10/23/13

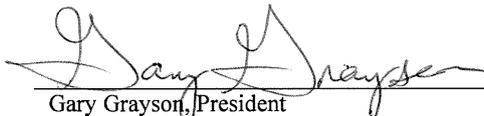
Date



Erin Porterfield, Executive Director  
Heartland Workforce Solutions, Inc.

10/23/13

Date



Gary Grayson, President  
Grayson's Non-Profit Consulting & Re-entry Services

11-4-2013

Date

APPROVED AS TO FORM:

 10/28/13

REGINA BELL  
ASSISTANT CITY ATTORNEY

CC: Regina Bell, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations/Interim Executive Director  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Grayson's Non-Profit Consulting & Re-entry Services**  
regarding  
**Anti-Violence and Employment Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Elected Official for the Greater Omaha Area, and Grayson's Non-Profit Consulting & Re-entry Services for service delivery in the area's One-Stop Career Center system.

Whereas, Grayson's Non-Profit Consulting & Re-entry Services will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and Grayson's Non-Profit Consulting & Re-entry Services have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and Grayson's Non-Profit Consulting & Re-entry Services agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by Grayson’s Non-Profit Consulting & Re-entry Services**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

A. Specification of One-Stop site location:

Heartland Workforce Solutions Center  
5752 Ames Avenue (Ames Plaza)  
Omaha, NE 68104

B. Grayson’s Non-Profit Consulting & Re-entry Services shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under Grayson’s Non-Profit Consulting & Re-entry Services program(s).
2. Outreach, intake (which may include worker profiling), and orientation to Grayson’s Non-Profit Consulting & Re-entry Services’ information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for Grayson’s Non-Profit Consulting & Re-entry Services participation is:

- Private funding

D. The facility space, location, parking, and other specific operational needs of Grayson’s Non-Profit Consulting & Re-entry Services.

- One cubicle

E. Expected staffing levels and availability for participation in common services.

- 1 staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

▶ 1. Grayson's Non-Profit Consulting & Re-entry Services is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). OR

N/A 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; OR

N/A 3. The PARTNER is not co-located at the One-Stop, but will provide in-kind services at the One-Stop:

G. Use of common intake and information exchange systems:

1. Grayson's Non-Profit Consulting & Re-entry Services may have access to NEworks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.

2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:

- a. Registration, including registration in NEworks or another intake system,
- b. Explanation of services available,
- c. Assessment of needs and referral to the appropriate Partners for services,
- d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. Grayson's Non-Profit Consulting & Re-entry Services agrees to allow its staff to participate on functional teams.

2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the

PARTNERS. Grayson's Non-Profit Consulting & Re-entry Services agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, Grayson's Non-Profit Consulting & Re-entry Services agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable. N/A

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through September 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should Grayson's Non-Profit Consulting & Re-entry Services cease to deliver services in the Greater Omaha Workforce Investment Area.
- E. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between Grayson's Non-Profit Consulting & Re-entry Services and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

*Jean Stothert*

Jean Stothert, Chief Local Elected Official  
Mayor, City of Omaha

*10/28/13*

Date

*Wendy Boyer*

Wendy Boyer, Chair  
HWS Board/Greater Omaha Workforce Investment Board

*10/23/13*

Date

*Erin Porterfield*

Erin Porterfield, Executive Director  
Heartland Workforce Solutions, Inc.

*10/23/13*

Date

*Gary Grayson*

Gary Grayson, President  
Grayson's Non-Profit Consulting & Re-entry Services

*11-4-2013*

Date

APPROVED AS TO FORM:

*Regina Bell* *10/28/13*  
ASSISTANT CITY ATTORNEY

CC: Regina Bell, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop Operator)

Shirley Carlson, Director of Operations/Interim Executive Director  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**And**  
**The City of Omaha Planning Department for HUD**  
**Regarding**  
**Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and the City of Omaha Planning Department for HUD for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop Operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop Operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

- A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.
- B. The Partner will:
  - 1. Deliver high-quality services through the One-Stop system.
  - 2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
  - 3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

- C. All customers will receive:
  - 1. Prompt and courteous service.
  - 2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop Center.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop Operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will use NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

**XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

**XII. Term of MOU**

- A. This MOU is effective May 1, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.
- G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XVII. Entire Agreement**

This MOU and Attachment A 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

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

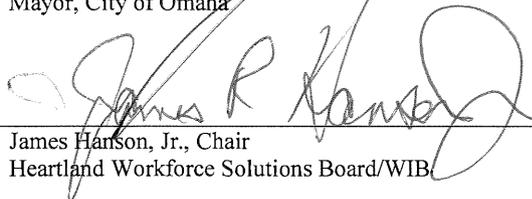
*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Elected Official  
Mayor, City of Omaha

Date 6/13/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
Heartland Workforce Solutions Board/WIB

Date 6/12/2012

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

Date 6/12/2012

  
\_\_\_\_\_  
R.E. Cunningham, RAF.SAME, Planning Director  
City of Omaha Planning Department

Date 18 June 2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**And**  
**The City of Omaha Planning Department for HUD**  
**regarding**  
**Employment and Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and the City of Omaha Planning Department for HUD for service delivery in the area's One-Stop Career Center system.

Whereas, the Partner will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and Partner have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop Partner**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

A. Specification of One-Stop site location:

Workforce Solutions Center at the Blue Lion, 2421 N. 24<sup>th</sup> St., Omaha, NE 68110  
(effective from the present through to 7-1-12)

Workforce Solutions Center, Ames Plaza, 5752 Ames Avenue, Omaha, NE 68104  
(effective 7-1-12 through 6-30-14)

B. The Partner shall provide the following activities and services for their clients whether located at the One Stop or provided through their local facility:

1. Outreach materials to One Stop clientele. Information regarding subordinate agencies providing services on behalf of the City of Omaha Planning Department.
2. Provision of accurate information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, if appropriate.

C. The funding source that will provide the financial support for the Partner’s participation is: Housing and Urban Development (HUD) Employment & Training

D. The facility space, location, parking, and other specific operational needs of the Partner.

- N/A for the One Stop

E. Expected staffing levels and availability for participation in common services.

- N/A for the One Stop

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- 1. The Partner is co-located at the One-Stop and has agreed to share in the cost of common space, front desk Navigator, and security costs and pay the full cost of their

dedicated common space (see sublease for specifics). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or

- 2. The Partner is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- ▶ 3. The Partner is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: The Partner is obligated to provide leasing services of the One Stop at 2421 N. 24<sup>th</sup> St., Omaha, NE 68110 until the move to the Ames Plaza address is complete.

G. Use of common intake and information exchange systems:

1. The Partner will participate in a common intake system when available and establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator as needed until that time.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

1. The One-Stop Operator will be responsible for daily building operations and facilitating enhanced collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The Partner agrees to allow its staff to participate on functional teams.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the Partner agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service

delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective July 1, 2012 through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

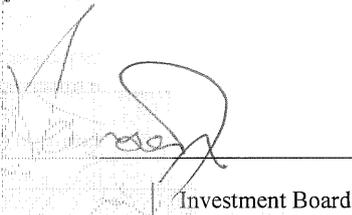
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Local Elected Official

\_\_\_\_\_  
Date 6/13/12

  
\_\_\_\_\_  
Investment Board

\_\_\_\_\_  
Date 6/12/2012

\_\_\_\_\_  
City of ...

\_\_\_\_\_  
Date 6/12/2012

\_\_\_\_\_  
City of ...

\_\_\_\_\_  
Date 6/12/2012

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Impact One Community Connection (IOCC)**  
**regarding**  
**Anti-Violence and Employment Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Local Elected Official for the Greater Omaha Area, and Impact One Community Connection (IOCC) for service delivery in the area's One-Stop Career Center system.

Whereas, the parties desire to build a non-exclusive integrated service delivery system in the Greater Omaha Workforce Investment Area (Douglas, Sarpy, and Washington counties in Nebraska) pursuant to the provisions of the Workforce Investment Act of 1998 (WIA), Section 121(c)(2); and

Whereas, IOCC is one of several partners, each of whom are parties to separate memorandums of understanding and provide certain support services to further promote the HWS Board's provision of workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) at 5752 Ames Avenue, Omaha, NE 68104; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations

based on a strong labor market, will be economically beneficial to both job-seekers and employers, and will fulfill the requirements of the WIA.

## **II. Integrated Service Delivery Activities**

A. The parties to this MOU agree to use reasonable efforts 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. Subject to applicable privacy and confidentiality obligations, by statute, regulation, contract or otherwise, promote information-sharing and the coordination of activities to improve the performance of the One-Stop system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility for coordination with the One-Stop Operator, for office management design, daily operational issues for the One Stop, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that IOCC should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations and contractual obligations that govern its activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time IOCC is unable to perform functions under this MOU consistent with IOCC's corporate, statutory and regulatory mandates, IOCC shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict, which shall occur no later than 30 days after such notice.

## **IV. Identification of Negotiations by One-Stop Partners**

IOCC and the HWS Board shall negotiate in good faith and enter into a separate attachment A to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by IOCC.
- C. The funding source that will provide the financial support for IOCC's participation.
- D. The facility space, location, parking, and other specific operational needs of IOCC.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by IOCC.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of IOCC or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and IOCC will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. IOCC will use best efforts to:

1. Deliver high-quality services through the One-Stop system.
2. Allow all IOCC staff located at the One-Stop Center (as described on Attachment A) to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. IOCC shall use its best efforts to ensure all customers receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. IOCC shall contribute a fair share of the operating costs based on IOCC's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. IOCC shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

D. The parties acknowledge and agree that IOCC's share of all costs and expenses related to IOCC's use of the facility, including rent, operating costs and communication costs, is governed by the sublease between IOCC and Heartland Workforce Solutions, Inc.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

IOCC will have a policy and procedure to handle complaints and grievances specific to services provided by them. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

The undersigned parties bind themselves to the faithful performance of this MOU.

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

## **XI. Risk of Loss, Insurance and Indemnity**

- A. If the Partner is a state agency, it is self-insured.
- B. Each party 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 or Heartland Workforce Solutions unless such loss or damage was due to the actions of the other Partner.
- C. Each Partner and Heartland Workforce Solutions, Inc. will continuously maintain in full force and effect, at all times during the term hereof, liability, property, casualty, worker's compensation, professional liability and other types of insurance policies or other comparable insurance or self-insurance, in coverage amounts commercially reasonable and appropriate for the operations contemplated by this MOU and Attachment A.
- D. IOCC shall indemnify, defend and hold Heartland Workforce Solutions, Inc. harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by IOCC related to IOCC's services under this MOU and Attachment A. Heartland Workforce Solutions Board shall indemnify, defend and hold IOCC harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by Heartland Workforce Solutions, Inc. under this MOU and Attachment A. This provision shall survive the expiration or earlier termination of this MOU or Attachment A.

## **XII. Term of MOU**

A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.

B. Any party to this MOU may suggest changes by contacting HWS.

C. Any amendment to this MOU shall be in writing and signed by all parties.

D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.

E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.

F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:

1. Exhaustion of designated funds.
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.
4. IOCC discontinues providing services in the Greater Omaha Workforce Investment Area.
5. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between IOCC and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

G. This MOU shall be reviewed bi-annually.

## **XIII. Assignability**

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

## **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

#### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

1. Each Partner and Heartland Workforce Solutions, Inc., 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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner and Heartland Workforce Solutions, Inc., 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, HWS and its staff shall adhere to HWS' confidentiality policy during the term of this MOU and 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XVII. Entire Agreement**

This MOU and Attachment A contains the entire agreement of the parties with respect to the delivery of workforce development services. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

#### **XVIII. 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.

### **XIX. Public Record Statement**

This document is a public record. In the event Heartland Workforce Solutions, Inc. is required to disclose this MOU to any governmental agency, official or other third party, as part of an open records request or otherwise, it will notify IOCC of such disclosure, but HWS shall not be obligated to first obtain IOCC's consent.

### **XX. Staffing**

This MOU does not create any employment relationships or establish other employment-related rights. IOCC shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS's ability to provide other essential services. Nothing in this MOU shall create or shall be construed to create a partnership, joint venture, agency or any other relationship between Heartland Workforce Solutions, Inc., the HWS Board, the Mayor, the City of Omaha, IOCC and/or any Partner. Neither party or such party's employees or representatives will be deemed or construed to be an employee of the other for any reason.

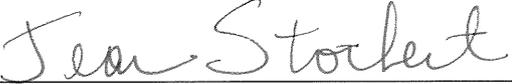
### **XXI. Dispute Resolution**

The parties agree to cooperate to resolve differences in interpretation of this MOU and Attachment A or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under this MOU. Within ten days of the execution of this MOU, each party shall designate one person to act as that party's representative for dispute resolution purposes and shall notify the other parties of the person's name, business address, telephone number and e-mail address. Within ten days from delivery of a written request by one party's representative to the others for dispute resolution, the representatives shall confer to attempt to resolve the disagreement. If the representatives cannot reach such a satisfactory dispute resolution, either representative may refer the dispute to the chief executive officers of the parties. The Chief Executive Officers shall thereafter confer to attempt to resolve the dispute. Nothing in this MOU shall preclude either party from seeking relief from a court of law relating to any differences or disputes arising under this MOU or Attachment A. The obligations of this paragraph survive termination or expiration of the MOU .

*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
 \_\_\_\_\_  
 Jean Stothert, Chief Local Elected Official  
 Mayor, City of Omaha

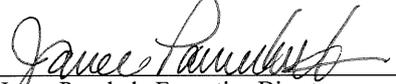
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 9/17/13  
 Date

  
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 Wendy Boyer, Chair  
 HWS Board/Greater Omaha Workforce Investment Board

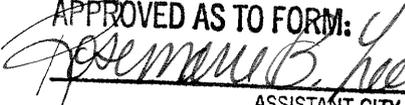
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 9/23/13  
 Date

  
 \_\_\_\_\_  
 Shirley Carlson, Interim Executive Director  
 Heartland Workforce Solutions, Inc.

\_\_\_\_\_  
 8-23-13  
 Date

  
 \_\_\_\_\_  
 Janee Pannkuk, Executive Director  
 Impact One Community Connection

\_\_\_\_\_  
 8-23-13  
 Date

APPROVED AS TO FORM:   
 \_\_\_\_\_  
 ASSISTANT CITY ATTORNEY

CC: Regina Bell, One-Stop Manager  
 Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations/Interim Executive Director  
 Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Impact One Community Connection (IOCC)**  
regarding  
**Anti-Violence and Employment Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Elected Official for the Greater Omaha Area, and Impact One Community Connection (IOCC) for service delivery in the area's One-Stop Career Center system.

Whereas, IOCC will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and IOCC have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and IOCC agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by NCF**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Heartland Workforce Solutions Center  
5752 Ames Avenue (Ames Plaza)  
Omaha, NE 68104

### **B. IOCC shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under IOCC’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to IOCC’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

### **C. The funding source that will provide the financial support for IOCC participation is:**

- Private foundation funding, public, grants, and community foundations.

### **D. The facility space, location, parking, and other specific operational needs of NCF.**

- Six cubicles and one private office; staff and client parking is provided east of the building

### **E. Expected staffing levels and availability for participation in common services.**

- 7 staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

▶ 1. IOCC is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). OR

N/A 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; OR

N/A 3. The PARTNER is not co-located at the One-Stop, but will provide in-kind services at the One-Stop:

G. Use of common intake and information exchange systems:

1. IOCC may have access to NWorks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.

2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:

- a. Registration, including registration in NWorks or another intake system,
- b. Explanation of services available,
- c. Assessment of needs and referral to the appropriate Partners for services,
- d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. IOCC agrees to allow its staff to participate on functional teams.

2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. IOCC agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, IOCC agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable. N/A

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through September 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should IOCC cease to deliver services in the Greater Omaha Workforce Investment Area.
- E. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between IOCC and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

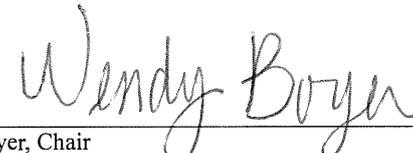
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
 \_\_\_\_\_  
 Jean Stothert, Chief Local Elected Official  
 Mayor, City of Omaha

\_\_\_\_\_  
 Date 9/27/13

  
 \_\_\_\_\_  
 Wendy Boyer, Chair  
 HWS Board/Greater Omaha Workforce Investment Board

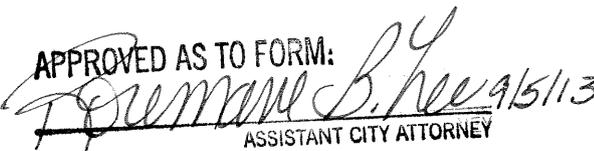
\_\_\_\_\_  
 Date 9/23/13

  
 \_\_\_\_\_  
 Shirley Carlson, Interim Executive Director  
 Heartland Workforce Solutions, Inc.

\_\_\_\_\_  
 Date 8-23-13

  
 \_\_\_\_\_  
 Janee Pannkuk, Executive Director  
 Impact One Community Connection

\_\_\_\_\_  
 Date 8-23-13

**APPROVED AS TO FORM:**  
  
 \_\_\_\_\_  
 ASSISTANT CITY ATTORNEY

CC: Regina Bell, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop Operator)

Shirley Carlson, Director of Operations/Interim Executive Director  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
Between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Indian Center, Inc.**  
regarding  
**Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Indian Center, Inc., for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

- A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.
- B. The Partner will:
  - 1. Deliver high-quality services through the One-Stop system.
  - 2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
  - 3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

- C. All customers will receive:

- 1. Prompt and courteous service.
- 2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

#### **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

#### **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

#### **IX. MOU Approval**

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

#### **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective March 1, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.
- G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

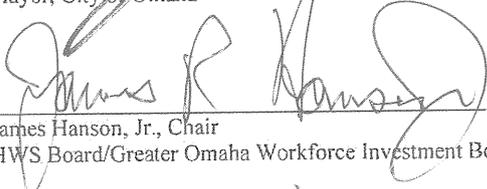
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

*Signature sheet appears on next page.*

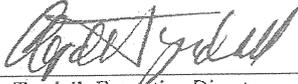
**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 6/11/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 6/11/2012

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 6-11-12

  
\_\_\_\_\_  
Clyde Tyndall, Executive Director  
Indian Center, Inc.  
Date 6/8/2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Indian Center Inc.**  
regarding  
**Employment & Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Indian Center Inc (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

A. Specification of One-Stop site location:

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 7-1-12*

Workforce Solutions Center  
Ames Plaza, 5752 Ames Avenue  
Omaha, NE 68104

B. The PARTNER shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER’S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER’S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the PARTNER’S participation is: WIA Native American Programs

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- One workstation cubicle

E. Expected staffing levels and availability for participation in common services.

E. Expected staffing levels and availability for participation in common services.

- One full-time and one part-time staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The Partner is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or
- 2. The Partner is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The Partner is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

- 1. The Partner will have access to NEworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
- 2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

- 1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The Partner agrees to allow its staff to participate on functional teams.
- 2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the Partner agrees to share customer-specific

information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### III. Amendment Provisions

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### IV. Term of Agreement

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

*Signature sheet appears on next page.*

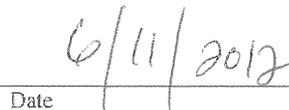
V. Signatures

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

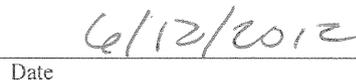
  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

  
\_\_\_\_\_  
Date

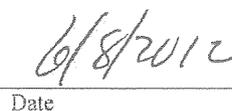
  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clyde Tyndall  
Indian Center Inc.

  
\_\_\_\_\_  
Date

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Job Corps under CHP International, Inc.**  
**regarding**  
**Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Local Elected Official for the Greater Omaha Area, and Job Corps under CHP International, Inc. for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. The partner discontinues providing services in the Greater Omaha Workforce Investment Area.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

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

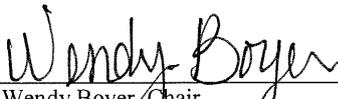
*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
 \_\_\_\_\_  
 Jean Stothert, Chief Local Elected Official  
 Mayor, City of Omaha

\_\_\_\_\_  
 Date 12/2/13

  
 \_\_\_\_\_  
 Wendy Boyer, Chair  
 HWS Board/Greater Omaha Workforce Investment Board

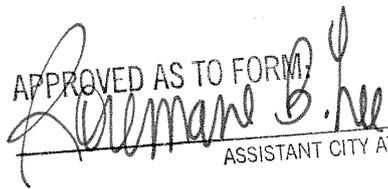
\_\_\_\_\_  
 Date 11/22/13

  
 \_\_\_\_\_  
 Erin Porterfield, Executive Director  
 Heartland Workforce Solutions, Inc.

\_\_\_\_\_  
 Date 11/15/13

  
 \_\_\_\_\_  
 Michelle Olson, Nebraska Job Corps Project Director  
 CHP International, Inc.

\_\_\_\_\_  
 Date 11/8/13

APPROVED AS TO FORM:  
  
 \_\_\_\_\_  
 ASSISTANT CITY ATTORNEY 12/2/13

CC: Regina Bell, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations serving as Interim Executive Director  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Job Corps under CHP International, Inc.**  
regarding  
**Employment & Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Elected Official for the Greater Omaha Area, and Job Corps under CHP International, Inc. (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

A. Specification of One-Stop site location:

Heartland Workforce Solutions Career Center, An American Job Center  
5752 Ames Avenue  
Omaha, NE 68104

B. The PARTNER shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER’S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER’S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the PARTNER’S participation is:  
Title I WIA Job Corps Program

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- N/A

E. Expected staffing levels and availability for participation in common services.

- N/A

## F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or
- ▶ 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; and
- ▶ 3. The PARTNER is not co-located at the One-Stop, but will provide in-kind services at the One-Stop: t.b.d.

## G. Use of common intake and information exchange systems:

1. The PARTNER will have access to NEworks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

## H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share customer-specific information, where appropriate, with the navigators to facilitate

coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

*Jean Stothert*

Jean Stothert, Chief Local Elected Official  
Mayor, City of Omaha

12/2/13

Date

*Wendy Boyer*

Wendy Boyer, Chair  
HWS Board/Greater Omaha Workforce Investment Board

11/22/13

Date

*Erin Porterfield*

Erin Porterfield, Executive Director  
Heartland Workforce Solutions, Inc.

11/15/13

Date

*Michelle Olson*

Michelle Olson, Nebraska Job Corps Project Director  
CHP International, Inc.

11/8/13

Date

APPROVED AS TO FORM:  
*Loemane B. Hill* 12/2/13  
ASSISTANT CITY ATTORNEY

*Regina Bell*

CC: ~~Tim Suelter~~, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
Between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Metropolitan Community College**  
regarding  
**Adult Basic Education Services/GED, Carl D. Perkins Activities,**  
**and Post-Secondary Education**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Metropolitan Community College for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations

based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop Operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. All customers will receive:

1. Prompt and courteous service.

2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. The Partner ceases to provide services in the Greater Omaha Workforce Investment Area.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.
3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.
4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

#### **XVIII. 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.

#### **XIX. Public Record Statement**

This document is a public record.

#### **XX. Staffing**

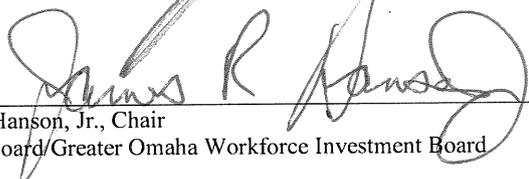
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

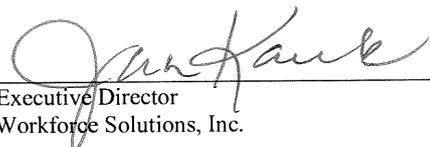
*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 6/28/12

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 6/29/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 6/28/12

  
\_\_\_\_\_  
Randy Schmaizl, President  
Metropolitan Community College  
Date 6/27/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Metropolitan Community College**  
regarding  
**Adult Basic Education Services/GED, Carl D. Perkins Activities,**  
**and Post-Secondary Education**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Metropolitan Community College (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 7-1-12*

Workforce Solutions Center  
Ames Plaza, 5752 Ames Avenue  
Omaha, NE 68104

### **B. The PARTNER shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER’S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER’S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.
5. Provision of information relating to Adult Basic Education and literacy activities as well as information on post-secondary opportunities.

C. The funding source that will provide the financial support for the PARTNER’S participation is: Title II WIA Adult Education and Literacy Activities

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- One classroom

E. Expected staffing levels and availability for participation in common services.

- One full or part-time staff member

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details) for the term July 1, 2012 to June 30, 2014. Co-located PARTNERS may be needed to provide staffing relief for the common point of entry; or
- 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The PARTNER is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

- 1. The PARTNER will have access to NEworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
- 2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

- 1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the PARTNERS. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.
- 2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share customer-specific information, where appropriate, with the navigators to facilitate

coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

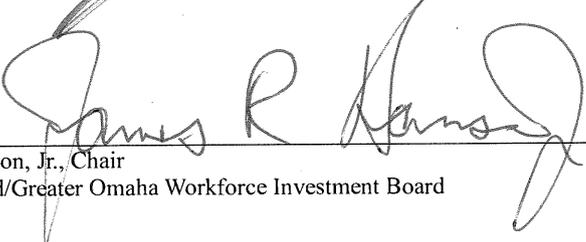
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

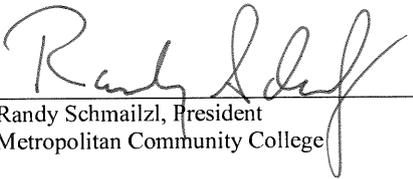
Date 6/28/12

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

Date 6/29/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

Date 6-28-12

  
\_\_\_\_\_  
Randy Schmailzl, President  
Metropolitan Community College

Date 6/27/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Nebraska Children and Families Foundation (NCFF)**  
**regarding**  
**Employment Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in her capacity as Chief Local Elected Official for the Greater Omaha Area, and Nebraska Children and Families Foundation (NCFF) for service delivery in the area's One-Stop Career Center/American Job Center system.

Whereas, the parties desire to build a non-exclusive integrated service delivery system in the Greater Omaha Workforce Investment Area (Douglas, Sarpy, and Washington counties in Nebraska) pursuant to the provisions of the Workforce Investment Act of 1998 (WIA), Section 121(c)(2); and

Whereas, NCFF is one of several partners, each of whom are parties to separate memorandums of understanding and provide certain support services to further promote the HWS Board's provision of workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) at 5752 Ames Avenue, Omaha, NE 68104; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

### **I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers and employers, and will fulfill the requirements of the WIA.

## **II. Integrated Service Delivery Activities**

A. The parties to this MOU agree to use reasonable efforts 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. Subject to applicable privacy and confidentiality obligations, by statute, regulation, contract or otherwise, promote information-sharing and the coordination of activities to improve the performance of the One-Stop system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility for coordination with the One-Stop Operator, for office management design, daily operational issues for the One Stop, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that NCFE should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations and contractual obligations that govern its activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time NCFE is unable to perform functions under this MOU consistent with NCFE's corporate, statutory and regulatory mandates, NCFE shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict, which shall occur no later than 30 days after such notice.

#### **IV. Identification of Negotiations by One-Stop Partners**

NCFF and the HWS Board shall negotiate in good faith and enter into a separate attachment A to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by NCFF.
- C. The funding source that will provide the financial support for NCFF's participation.
- D. The facility space, location, parking, and other specific operational needs of NCFF.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by NCFF.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of NCFF or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and NCFF will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. NCF will use best efforts to:

1. Deliver high-quality services through the One-Stop system.
2. Allow all NCF staff located at the One-Stop Center (as described on Attachment A) to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

C. NCFF shall use its best efforts to ensure all customers receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

## **VI. Cost Sharing and Resource Sharing**

A. NCFF shall contribute a fair share of the operating costs based on NCFF's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. NCFF shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

D. The parties acknowledge and agree that NCFF's share of all costs and expenses related to NCFF's use of the facility, including rent, operating costs and communication costs, is governed by the sublease between NCFF and Heartland Workforce Solutions, Inc.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

NCF will have a policy and procedure to handle complaints and grievances specific to services provided by them. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

**IX. MOU Approval**

The undersigned parties bind themselves to the faithful performance of this MOU.

**X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

**XI. Risk of Loss, Insurance and Indemnity**

- A. If the Partner is a state agency, it is self-insured.
- B. Each party 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 or Heartland Workforce Solutions unless such loss or damage was due to the actions of the other Partner.
- C. Each Partner and Heartland Workforce Solutions, Inc. will continuously maintain in full force and effect, at all times during the term hereof, liability, property, casualty, worker's compensation, professional liability and other types of insurance policies or other comparable insurance or self-insurance, in coverage amounts commercially reasonable and appropriate for the operations contemplated by this MOU and Attachment A.
- D. NCFE shall indemnify, defend and hold Heartland Workforce Solutions, Inc. harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by NCFE related to NCFE's services under this MOU and Attachment A. Heartland Workforce Solutions Board shall indemnify, defend and hold NCFE harmless from and against any and all claims, suits, demands, liabilities, judgments, damages, and reasonable out-of-pocket expenses of any kind and nature, including interest and attorneys' fees, related to and arising out of the gross negligence or intentional misconduct by Heartland Workforce Solutions, Inc. under this MOU and Attachment

A. This provision shall survive the expiration or earlier termination of this MOU or Attachment A.

## **XII. Term of MOU**

A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.

B. Any party to this MOU may suggest changes by contacting HWS.

C. Any amendment to this MOU shall be in writing and signed by all parties.

D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.

E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.

F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:

1. Exhaustion of designated funds.
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.
4. NCFE discontinues providing services in the Greater Omaha Workforce Investment Area.
5. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between NCFE and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

G. This MOU shall be reviewed bi-annually.

## **XIII. Assignability**

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

#### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

#### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

1. Each Partner and Heartland Workforce Solutions, Inc., 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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner and Heartland Workforce Solutions, Inc., 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, HWS and its staff shall adhere to HWS' confidentiality policy during the term of this MOU and 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

## **XVII. Entire Agreement**

This MOU and Attachment A contains the entire agreement of the parties with respect to the delivery of workforce development services. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record. In the event Heartland Workforce Solutions, Inc. is required to disclose this MOU to any governmental agency, official or other third party, as part of an open records request or otherwise, it will notify NCFE of such disclosure, but HWS shall not be obligated to first obtain NCFE's consent.

**XX. Staffing**

This MOU does not create any employment relationships or establish other employment-related rights. NCFE shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS's ability to provide other essential services. Nothing in this MOU shall create or shall be construed to create a partnership, joint venture, agency or any other relationship between Heartland Workforce Solutions, Inc., the HWS Board, the Mayor, the City of Omaha, NCFE and/or any Partner. Neither party or such party's employees or representatives will be deemed or construed to be an employee of the other for any reason.

**XXI. Dispute Resolution**

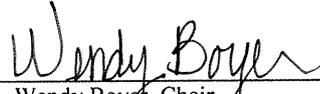
The parties agree to cooperate to resolve differences in interpretation of this MOU and Attachment A or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under this MOU. Within ten days of the execution of this MOU, each party shall designate one person to act as that party's representative for dispute resolution purposes and shall notify the other parties of the person's name, business address, telephone number and e-mail address. Within ten days from delivery of a written request by one party's representative to the others for dispute resolution, the representatives shall confer to attempt to resolve the disagreement. If the representatives cannot reach such a satisfactory dispute resolution, either representative may refer the dispute to the chief executive officers of the parties. The Chief Executive Officers shall thereafter confer to attempt to resolve the dispute. Nothing in this MOU shall preclude either party from seeking relief from a court of law relating to any differences or disputes arising under this MOU or Attachment A. The obligations of this paragraph survive termination or expiration of the MOU.

*Signature sheet appears on next page.*

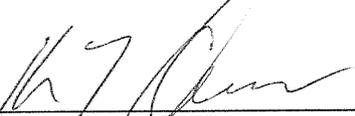
**XXI. Signatures**

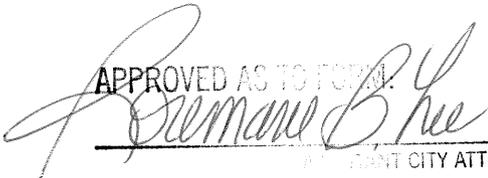
In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
 \_\_\_\_\_ 10/28/13  
 Jean Stothert, Chief Local Elected Official  
 Mayor, City of Omaha Date

  
 \_\_\_\_\_ 10/23/13  
 Wendy Boyer, Chair  
 HWS Board Greater Omaha Workforce Investment Board Date

  
 \_\_\_\_\_ 10/23/13  
 Shirley Carlson, Interim Executive Director, ERIN PORTERFIELD  
 Heartland Workforce Solutions, Inc. Date

  
 \_\_\_\_\_ 10/17/2013  
 Kevin Cloonan, CEO  
 Nebraska Children and Families Foundation Date

APPROVED AS TO FORM:  
  
 \_\_\_\_\_ 10/24/13  
 BREMAN BLUE  
 CITY ATTORNEY

CC: Regina Bell, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations/Interim Executive Director  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Nebraska Children and Families Foundation (NCFF)**  
regarding  
**Employment Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Nebraska Children and Families Foundation (NCFF) for service delivery in the area's One-Stop Career Center system.

Whereas, NCFF will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and NCFF have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and NCFF agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by NCFE**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Heartland Workforce Solutions Center  
5752 Ames Avenue (Ames Plaza)  
Omaha, NE 68104

### **B. NCFE shall provide the following activities and services for their clients:**

1. Determinations of whether the individuals are eligible to receive assistance under NCFE’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to NCFE’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

### **C. The funding source that will provide the financial support for NCFE participation is:**

- Private donations and grants

### **D. The facility space, location, parking, and other specific operational needs of NCFE.**

- One cubicle; parking is available east of the building for staff and clients

### **E. Expected staffing levels and availability for participation in common services.**

- 1 staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

▶ 1. NCFE is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). OR

N/A 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; OR

N/A 3. The PARTNER is not co-located at the One-Stop, but will provide in-kind services at the One-Stop:

G. Use of common intake and information exchange systems:

1. NCFE may have access to NEworks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.

2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:

- a. Registration, including registration in NEworks or another intake system,
- b. Explanation of services available,
- c. Assessment of needs and referral to the appropriate Partners for services,
- d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. NCFE agrees to allow its staff to participate on functional teams.

2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. NCFE agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, NCFE agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable. N/A

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should NCFF cease to deliver services in the Greater Omaha Workforce Investment Area.
- E. This MOU and Attachment A shall automatically terminate upon the expiration or earlier termination of the Sublease Agreement between NCFF and Heartland Workforce Solutions, Inc. Conversely, however, the expiration or earlier termination of this MOU and/or Attachment A shall have no effect on the term of the above-referenced Sublease.

*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.



Jean Stothert, Chief Local Elected Official  
Mayor, City of Omaha

10/28/13

Date



Wendy Boyer, Chair  
HWS Board/Greater Omaha Workforce Investment Board

10/23/13

Date



Shirley Carlson, ~~Interim~~ Executive Director ERIN PORTERFIELD  
Heartland Workforce Solutions, Inc.

10/23/13

Date

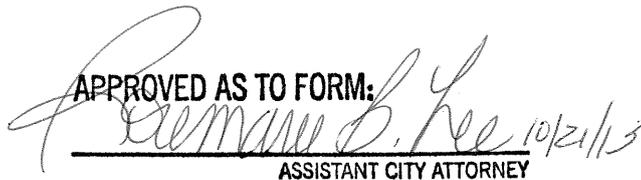


Kevin Cloonan, CFO  
Nebraska Children and Families Foundation

10/17/2013

Date

**APPROVED AS TO FORM:**



ASSISTANT CITY ATTORNEY

CC: Regina Bell, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop Operator)

Shirley Carlson, Director of Operations/Interim Executive Director  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**Nebraska Commission for the Blind and Visually Impaired**  
**regarding**  
**Vocational Rehabilitation, Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Nebraska Commission for the Blind and Visually Impaired for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop Operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## **III. General Provisions**

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## **IV. Identification of Negotiations by One-Stop Partners**

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop Operator in providing for the safety and security of all customers and staff at the One Stop Center.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

## **VII. Referral Processes**

A. Reception area workers, including the One-Stop Operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

## **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop Operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

## **IX. MOU Approval**

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

## **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective September 1, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.
  - 4. Should the Partner cease providing services in the local area.

G. This MOU shall be reviewed bi-annually.

**XIII. Assignability**

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

**XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

**XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

## **XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

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

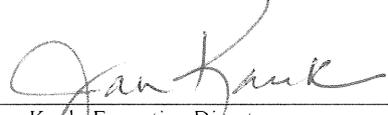
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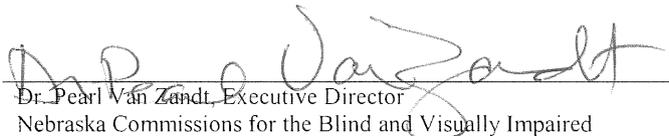
**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Mayor (Chief Local Elected Official)  
City of Omaha  
Date 9/26/12

  
\_\_\_\_\_  
Tom Whalen, Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 9/26/2012

  
\_\_\_\_\_  
Jan Kark, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 9/26/2012

  
\_\_\_\_\_  
Dr. Pearl Van Zandt, Executive Director  
Nebraska Commissions for the Blind and Visually Impaired  
Date 9/21/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Nebraska Commission for the Blind and Visually Impaired**  
regarding  
**Vocational Rehabilitation, Employment and Training Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Nebraska Commission for the Blind and Visually Impaired (Partner), for service delivery in the area's One-Stop Career Center system.

Whereas, the Partner will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and Partner have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop Partner**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### **A. Specification of One-Stop site location:**

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 9-6-12*

Heartland Workforce Solutions Center

5752 Ames Avenue (Ames Plaza)

Omaha, NE 68104

### **B. The Partner shall provide the following activities and services for their clients regardless of location:**

1. Determinations of whether the individuals are eligible to receive assistance under the Partner’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the Partner’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

### **C. The funding source that will provide the financial support for the Partner’s participation is:**

- VR Title I

### **D. The facility space, location, parking, and other specific operational needs of the Partner.**

- One cubicle work station with parking east of the building.

E. Expected staffing levels and availability for participation in common services.

- 1 F.T.E.

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

-  1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). For the term September 6, 2012 to June 30, 2014, co-located PARTNERS may be needed to provide staffing relief for the common point of entry; or
2. The Partner is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; or
3. The Partner is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

1. The Partner will have access to NWorks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NWorks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The Partner agrees to allow its staff to participate on functional teams.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services,

policies, or procedures change. Additionally, the Partner agrees to share customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

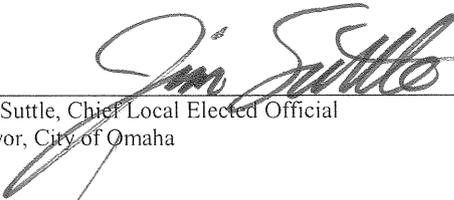
This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

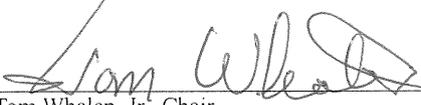
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

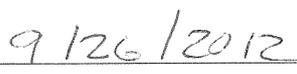
  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

  
\_\_\_\_\_  
Date

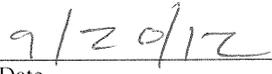
  
\_\_\_\_\_  
Tom Whalen, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Pearl Van Zandt, Executive Director  
Nebraska Commission for the Blind and Visually Impaired

  
\_\_\_\_\_  
Date

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

**Memorandum of Understanding**  
Between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**The Nebraska Department of Education—Vocational Rehabilitation**  
regarding  
**Vocational Rehabilitation Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and the Nebraska Department of Education, for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop Operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## III. General Provisions

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## IV. Identification of Negotiations by One-Stop Partners

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.

B. The Partner will:

1. Deliver high-quality services through the One-Stop system.
2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
3. Assist the One-Stop Operator in providing for the safety and security of all customers and staff at the One Stop Center.

C. All customers will receive:

1. Prompt and courteous service.
2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

### **VII. Referral Processes**

A. Reception area workers, including the One-Stop Operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

### **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop Operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

### **IX. MOU Approval**

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

### **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective March 1, 2012, and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.
- G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

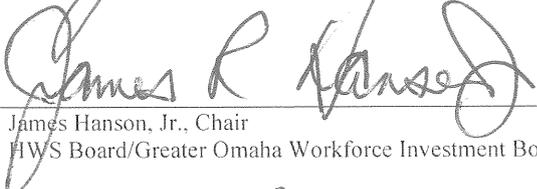
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

*Signature sheet appears on next page.*

**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Mayor (Chief Local Elected Official)  
City of Omaha  
Date 5/25/2012

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 5/25/12

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 5/25/2012

  
\_\_\_\_\_  
Mark Schultz, Director  
Nebraska Department of Education,  
Vocational Rehabilitation Services  
Date 5/18/12

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.



**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**The Nebraska Department of Education—Vocational Rehabilitation**  
regarding  
**Vocational Rehabilitation Services**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Vocational Rehabilitation (Partner), for service delivery in the area's One-Stop Career Center system.

Whereas, the Partner will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and Partner have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. “Training services” means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. “Youth activities” means the youth program elements described in section 129(c)(2) of the WIA.

## II. Identification of Negotiations by One-Stop Partner

The items listed in Section IV of the MOU between the parties shall be designated as follows:

### A. Specification of One-Stop site location:

Current Location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*New Address effective 7-1-12*

Workforce Solutions Center  
Ames Plaza, 5752 Ames Avenue  
Omaha, NE 68104

### B. The Partner shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under the Partner’s program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the Partner’s information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the Partner’s participation is: Title I Vocational Rehabilitation Program authorized under the Rehabilitation Act. Regulations specific to this Act do not allow staff to participate in common services.

D. The facility space, location, parking, and other specific operational needs of the Partner.

- Provision of one workstation cubicle; parking is available in the lot east of the building

E. Expected staffing levels and availability for participation in common services.

- One part-time staff

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- ▶ 1. The Partner is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). For the term July 1, 2012 to June 30, 2014; or
- 2. The Partner is not co-located at the One-Stop and will pay an access fee of \$75 per month during the term of the MOU; or
- 3. The Partner is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

1. The Partner will have access to NEworks or establish other methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Core Services Trainers:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The Partner agrees to allow its staff to participate on functional teams as available.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the Partner agrees to share customer-

specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective July 1, 2012 through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

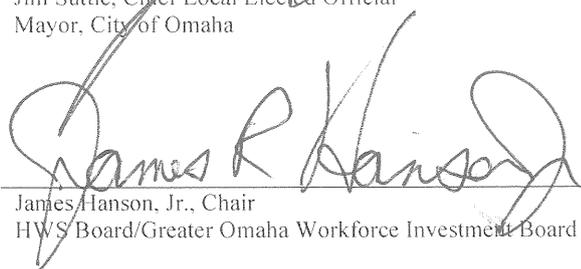
*Signature sheet appears on next page.*

**V. Signatures**

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha

*5/25/2012*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board

*5/25/12*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jan Kaurk, Executive Director  
Heartland Workforce Solutions, Inc.

*5/25/12*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Schults, Director  
Nebraska Department of Education,  
Vocational Rehabilitation Services

*5/25/12*  
\_\_\_\_\_  
Date

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.



**Memorandum of Understanding**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**The Nebraska Department of Labor**

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2012 between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and the Nebraska Department of Labor (NDOL) for service delivery in the area's One-Stop Career Center system.

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

WHEREAS, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

WHEREAS, throughout this Memorandum of Understanding, the term "MOU" includes this Memorandum of Understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
  4. Identify and work to eliminate 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 common data system to track client progress; and
  7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.
- B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

### III. General Provisions

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

### IV. Identification of Negotiations by One-Stop Partners

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

- A. Specification of site location.
- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.

- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.
- V. Quality Assurance**
- A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.
- B. The Partner will:
1. Deliver high-quality services through the One-Stop system.
  2. Allow Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
  3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.
- C. All customers will receive:
1. Prompt and courteous service.
  2. Appropriate services, education, and/or training that will help them reach their employment goals.
- VI. Cost Sharing and Resource Sharing**
- A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.
- B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.
- C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.
- VII. Referral Processes**
- A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then

refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

- B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

#### **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

#### **IX. Use of Common Intake and Information Exchange Systems**

- A. Partner will have access to NEworks or establish other methods of referral and information sharing with other One Stop Partners and the One Stop Operator.
- B. One Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  1. Registration, including registration in NEworks or another intake system,
  2. Explanation of services available,
  3. Referral to the appropriate Partners for services,
  4. Other core services as described in section 134(d)(2) of the WIA.

#### **X. Role of the One Stop Operator and Full-Time Core Services Trainers**

- A. One Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. If co-located, the Partner agrees to participate on the Workshop and Business Services functional teams as staff resources allow.
- B. One Stop Operator will employ One Stop Navigators at the comprehensive Career Center to assist job seekers in the resource area, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the Partners. The Partner agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the Partner agrees to share customer-specific information, where appropriate, with the Navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XVII of the MOU in safeguarding such information.

**XI. MOU Approval**

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

**XII. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

**XIII. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

**XIV. Term of MOU**

- A. This MOU is effective July 1, 2012, and shall continue pursuant to the duration of the terms described in *Attachment A* to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. *Attachment A* to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if *Attachment A* is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.
  4. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.
- G. This MOU shall be reviewed bi-annually. Modifications or amendments shall be reduced to writing and signed by all parties.

**XV. Assignability**

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

**XVI. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

**XVII. Statement of Confidentiality of Program Information**

- A. To safeguard information exchanged via this agreement:
  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 the Partners.
  3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

#### **XVIII. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

#### **XIX. Entire Agreement**

This MOU, *Attachment A*, and Sub-lease (when applicable) 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.

**XX. 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.

**XXI. Public Record Statement**

This document is a public record.

**XXII. Staffing**

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

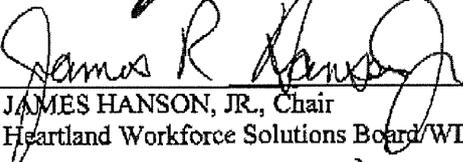
*[signature page to follow]*

**XXI Signatures**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, each duly authorized to do so, effective July 1, 2012.

  
 \_\_\_\_\_  
 JIM SUTTLE, Mayor (Chief Local Elected Official)  
 Mayor, City of Omaha

6/11/2012  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 JAMES HANSON, JR., Chair  
 Heartland Workforce Solutions Board/WIB

6/11/2012  
 \_\_\_\_\_  
 Date

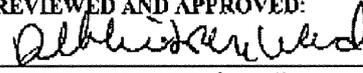
  
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 JAN KUNK, Executive Director  
 Heartland Workforce Solutions, Inc.

6/11/2012  
 \_\_\_\_\_  
 Date

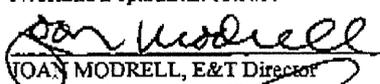
  
 \_\_\_\_\_  
 CATHERINE LANG, Commissioner  
 Nebraska Department of Labor

6-26-12  
 \_\_\_\_\_  
 Date

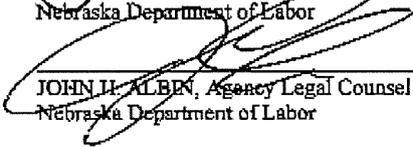
**REVIEWED AND APPROVED:**

  
 \_\_\_\_\_  
 DEBBIE KAY WARD, Controller  
 Nebraska Department of Labor

6-15-2012  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 JOAN MODRELL, E&T Director  
 Nebraska Department of Labor

6/21/12  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 JOHN H. ALBEN, Agency Legal Counsel  
 Nebraska Department of Labor

6/25/12  
 \_\_\_\_\_  
 Date

cc: TIM SUELTER, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

SHIRLEY CARLSON, Director of Operations  
Heartland Workforce Solutions, Inc.

**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**The Nebraska Department of Labor**

THIS AGREEMENT for cost allocation is entered into on July 1, 2012 between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and the Nebraska Department of Labor for service delivery in the area's One-Stop Career Center system.

WHEREAS, the Partner will provide workforce development services in the Greater Omaha Workforce Investment Area; and

WHEREAS, the HWS Board and Partner have entered into a memorandum of understanding (MOU); and

WHEREAS, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

WHEREAS, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the Partner agree to integrate services provided under the WIA as a single service delivery system. Services are generally identified as:

- A. "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 system.
- B. "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 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 system.
- C. "Training services" means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. "Youth activities" means the youth program elements described in section 129(c)(2) of the WIA.

## II. Partner Site Location

- A. Current Location: 2421 N. 24<sup>th</sup> Street  
Omaha, NE 68110
- B. Location Effective 7/1/2012: 5752 Ames Avenue  
Omaha, NE 68104

## III. Activities and Services Provided by Partner—Disabled Veterans Outreach Program (DVOP)

- A. Services to be provided: One DVOP Specialist will provide the following intensive services to meet the employment needs of disabled veterans and other eligible veterans, with the maximum emphasis directed toward serving those who are economically or educationally disadvantaged, including homeless veterans, and veterans with barriers to employment:
1. Conduct outreach efforts to increase program participation among those with the greatest barriers to employment which include but will not be limited to: outplacement in Department of Veteran' Affairs (DVA) Vocational Rehabilitation and Employment Program offices; DVA Medical Centers; routine site visits to Veterans' Service Organization meetings; Native American Trust Territories; Military installations; and, other areas of known concentrations of veterans or transitioning service members.
  2. Determine whether individuals are eligible to receive assistance under the DVOP Grant or Jobs for Veterans State (JVS) Grant.
  3. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
  4. Provide job search and placement assistance and, where appropriate, career counseling.
  5. The JVS Grant does not allow for any direct support services to eligible veterans.
- B. Amenities required: The DVOP Specialist will require one work area to accommodate one work station (64 square feet) in a semi-private location with drawer storage, internet access, one phone line, and one data line. The DVOP Specialist will provide a computer, printer, desktop scanner, and lockable file cabinet. A networked copier/scanner is available to the DVOP Specialist in the shared workroom at no cost. Adequate parking is available east of the building.
- Access to testing lab for data entry and typing test, on a scheduled basis, at no cost.
- C. One Stop access and activities: The DVOP Specialist will work a 40-hour work week from the hours of 8:00am to 5:00pm, Monday through Friday (with the exceptions of state and federal holidays and annual vacation/sick leave). Regulations specific to the JVS do not allow staff to participate in common services.

- D. **Financial Commitment:** Partner is co-located at the One-Stop, has agreed to share in the cost of common space, and will pay the full cost of their dedicated space (64 square feet) (see DAS lease for specifics on dedicated and common space). Partner's financial commitment is:
1. **Phone costs:** 1 line @ \$6.10 per month + \$.035/minute over the 125-minute Partner maximum. HWS Board will itemize invoice to Partner by minutes used per line.
  2. **Data line:** Because Partner requires its own network, Partner will arrange for and pay for 1 data line.
  3. **Fax:** Partner needs no fax or fax line.
  4. **Copier/Scanner:** Partner has use of copier/scanner in common workroom at no cost.
  5. **Work Station & Chairs:** No cost to Partner.
  6. **Front Reception Desk (Navigator):** Partner pays \$33.33/month [1.0% of \$40,000 Front Reception Desk (Navigator) cost].
  7. **Postage Meter:** Partner will provide a postage meter to be set up in the common workroom, connected to a phone line, at no cost.
- E. **Funding source:** JVS Grant [a 5-year grant that runs through 2014. Funds are authorized by the Veterans Employment & Training Services (VETS) agency within the United States Department of Labor (USDOL)].

#### **IV. Activities and Services Provided by Partner—Trade Adjustment Assistance (TAA)**

- A. **Services to be provided:** TAA will provide the following:
1. Outreach materials on the TAA program including program benefits and supportive services.
  2. Contact information on TAA program staff.
  3. Initial assessment of skill levels, aptitudes, abilities and determine supportive service needs for TAA participants as determined necessary by TAA staff at the One Stop as needed.
- B. **Amenities required:** TAA requires no facility space, location, parking or other specific operational needs.
- C. **One Stop access and activities:** TAA will provide no staff for common services.
- D. **Financial Commitment:** Although not co-located in the One Stop, TAA will pay an access fee of \$50 per month during the term of the MOU.
- E. **Funding Source:** TAA.

#### **V. Activities and Services Provided by Partner—Wagner-Peyser**

- A. **Services to be provided:** Employment Services staff will provide:
1. An array of labor exchange services for employers and for job seekers who are job ready and searching for new or re-employment.

2. Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One Stop delivery system.
  3. Initial assessment of skill levels, aptitudes, abilities and supportive services needs.
  4. Job seekers with job search assistance, job referrals, skill and ability assessments, and information regarding training and workshops.
  5. Employers with development of job orders, matching job seeker experience and skills with job descriptions for referrals, and assisting in special recruitment needs such as mass hiring, and pre-employment testing services.
  6. Provision of employment statistics information, including:
    - a. Job vacancies in the local market area.
    - b. Information on job skills necessary to obtain jobs.
    - c. Information relating to local occupations in demand and the earnings and skill requirements for such occupations.
  7. No supportive services are available by the Partner.
- B. Amenities required: Wagner-Peyser (WP) staff requires work space to accommodate three work stations (192 square feet) in a semi-private location with drawer storage, internet access, three phone lines, and three data lines. Each WP staff will provide a computer, printer, desktop scanner, and lockable file cabinet. A networked copier/scanner is available to the WP staff in the shared workroom. Adequate parking is available east of the building.
- Access to testing lab for data entry and typing test, on a scheduled basis, at no cost.
- C. One Stop access and activities: WP staff will work a 40-hour work week, Monday-Friday (with the exceptions of state and federal holidays and annual vacation/sick leave). WP agrees to limited participation in staffing common services, requests that such participation be scheduled on a month-by-month basis, and that the schedule be presented to WP staff by the 25<sup>th</sup> of each month.
- D. Financial Commitment: WP staff are co-located at the One-Stop, have agreed to share in the cost of common space, and will pay the full cost of their dedicated space (192 square feet) (see DAS lease for specifics on dedicated and common space). WP staff is co-located and may be needed to provide staffing relief for the common point of entry. Partner's financial commitment is:
1. Phone costs: 3 lines @ \$6.10 each per month + \$.035/minute over the 125-minute Partner maximum. HWS Board will itemize invoice to Partner by minutes used per line.
  2. Data line: Because WP staff requires its own network, Partner will arrange for and pay for 4 data lines (3 work station lines and one workroom line).
  3. Fax: WP staff needs no fax or fax line.
  4. Copier/Scanner: Partner has use of copier/scanner in common workroom at no cost.
  5. Work Station & Chairs: No cost to Partner.

6. Front Reception Desk (Navigator): WP staff pays \$103.33/month [3.1% of \$40,000 Front Reception Desk (Navigator) cost].
  7. Postage Meter: Partner will provide a postage meter to be set up in the common workroom, connected to a phone line, at no cost.
- E. Fund Source: Wagner-Peyser Act of 1933.

## VI. Activities and Services Provided by Partner—Unemployment Insurance (UI)

- A. Services to be provided: UI will provide two telephones and two computers for access designated strictly for UI/TAA filing purposes. [UI will attach a disclaimer or signage near the phones and computers indicating that the telephones are dedicated to (402) 458-2500 for UI filing purposes only and the computers are dedicated to UI web-filing purposes only.] Services shall include:
1. Core Services: UI agrees to deliver the following core services:
    - a. Determine whether individuals are eligible to receive unemployment compensation assistance and provide information for filing claims for unemployment compensation.
    - b. 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 expected to be registered for work with the Wagner-Peyser program.
  2. Delivery of Core Services: Core services shall be delivered in the following manner:
    - a. Service "A": Determine whether individuals are eligible to receive unemployment compensation assistance and provide information for filing claims for unemployment compensation.
      - i. Method of delivery: Actual application for UI can be made via a telephone call or on-line from the One Stop.
      - ii. Where the service will be provided: Telephones, computers and UI information will be provided at the One Stop.
      - iii. Method of referral: One Stop staff will direct UI applicants to the designated UI telephones and computers and UI information.
    - b. Service "B": 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 expected to be registered for work with the Wagner-Peyser program.
      - i. Method of delivery: If, during the UI application process, it is determined that an unemployed person must register for work with the Wagner-Peyser program, UI will communicate that requirement to the unemployed person.
      - ii. Where the service will be provided: From the telephones and computers provided at the One Stop.
- B. Amenities required: None. No UI staff will be located in the One Stop (other than REA). Two REA representatives will be available to meet with claimants to provide REA services, as prescribed by the federal REA program.
- C. One Stop access and activities: None. No UI staff will be located in the One Stop (other than REA). Two REA representatives will be available to meet with claimants to provide REA services, as prescribed by the federal REA program.

- D. **Financial Commitment:** None (other than for REA staff). Partner is co-located at the One-Stop, has agreed to share in the cost of common space, and will pay the full cost of its dedicated space (128 square feet) (see DAS lease for specifics on dedicated and common space). Partner is co-located and may be needed to provide staffing relief for the common point of entry. Partner's financial commitment is:
1. Phone costs:
    - a. For REA staff: 2 lines @ \$6.10 each per month + \$.035/minute over the 125-minute Partner maximum. HWS Board will itemize invoice to Partner by minutes used per line.
    - b. For UI/TAA purposes referenced in VI(A) above: Partner will install the 2 phone lines and 2 data lines and will be billed directly for installation and ongoing costs.
  2. Data line: Because Partner requires its own network, Partner will arrange for and pay for 2 data lines.
  3. Fax: Partner needs no fax or fax line.
  4. Copier/Scanner: Partner has use of copier/scanner in common workroom at no cost.
  5. Work Station & Chairs: No costs to Partner.
  6. Front Reception Desk (Navigator): Partner pays \$70/month [2.1% of \$40,000 Front Reception Desk (Navigator) cost].
  7. Postage Meter: Partner will provide a postage meter to be set up in the common workroom, connected to a phone line, at no cost.
- E. **Funding Source:** UI Grants and Special Budget Resource (SBR).

## VII. Total Partner Costs

Monthly Partner costs under this MOU (excluding dedicated space and common space) include:

PROGRAM	DESCRIPTION	COSTS	SUB-TOTALS
DVOP	Phone costs *	\$6.10	
DVOP	Front Reception Desk (Navigator)	\$33.33	
<b>DVOP Monthly Costs</b>			<b>\$39.43</b>
TAA	Access Fee	\$50.00	
<b>TAA Monthly Costs</b>			<b>\$50.00</b>
WP	Phone costs *	\$18.30	
WP	Front Reception Desk (Navigator)	\$103.33	
<b>WP Monthly Costs</b>			<b>\$121.63</b>
REA	Phone costs *	\$12.20	
REA	Front Reception Desk (Navigator)	\$70.00	
<b>REA Monthly Costs</b>			<b>\$82.20</b>
<b>TOTAL MONTHLY COSTS</b>			<b>\$293.26</b>

\* Partner is provided 125 phone minutes at no cost. Any phone minutes incurred over that amount will be invoiced to Partner by HWS Board by minutes used per line. TAA will not incur phone costs.

**VIII. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

**IX. Term of Agreement**

This Agreement shall be effective July 1, 2012 through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon sixty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

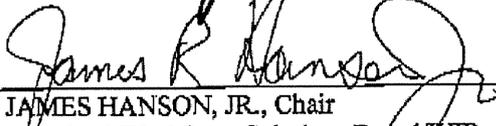
*[signature page to follow]*

**X. Signatures**

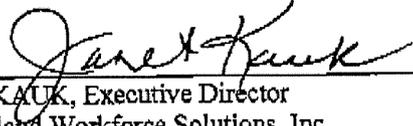
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, each duly authorized to do so, effective July 1, 2012.

  
 \_\_\_\_\_  
 JIM SUTTLE, Mayor (Chief Local Elected Official)  
 Mayor, City of Omaha

6/11/2012  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 JAMES HANSON, JR., Chair  
 Heartland Workforce Solutions Board/WIB

6/11/2012  
 \_\_\_\_\_  
 Date

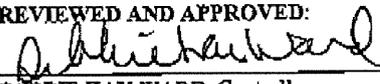
  
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 JAN KAUK, Executive Director  
 Heartland Workforce Solutions, Inc.

6/12/2012  
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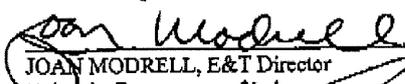
  
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 CATHERINE LANG, Commissioner  
 Nebraska Department of Labor

6-26-12  
 \_\_\_\_\_  
 Date

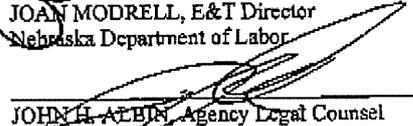
**REVIEWED AND APPROVED:**

  
 \_\_\_\_\_  
 DEBBIE KAY WARD, Controller  
 Nebraska Department of Labor

6-21-2012  
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 Date

  
 \_\_\_\_\_  
 JOAN MODRELL, E&T Director  
 Nebraska Department of Labor

6/21/12  
 \_\_\_\_\_  
 Date

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

6-25-12  
 \_\_\_\_\_  
 Date

cc: TIM SUELTER, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

SHIRLEY CARLSON, Director of Operations  
Heartland Workforce Solutions, Inc.

## Amendment to Attachment A

### One Stop Cost-Sharing Agreement and Description of Services

Between

**THE HEARTLAND WORKFORCE SOLUTIONS BOARD,  
THE CHIEF LOCAL ELECTED OFFICIAL,  
and  
THE NEBRASKA DEPARTMENT OF LABOR**

Attachment A to the MOU entered into between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and the Nebraska Department of Labor (Partner) for service delivery in the area's One Stop Career Center system, entered into on July 1, 2011, is amended as follows:

**1. Paragraph III(D) is amended and III(F) is added, as follows:**

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**III. Activities and Services Provided by Partner - Disabled Veterans Outreach Program (DVOP)**

- A. Services to be provided: One DVOP Specialist will provide the following intensive services to meet the employment needs of disabled veterans and other eligible veterans, with the maximum emphasis directed toward serving those who are economically or educationally disadvantaged, including homeless veterans, and veterans with barriers to employment:
1. Conduct outreach efforts to increase program participation among those with the greatest barriers to employment which include but will not be limited to: outplacement in Department of Veterans' Affairs (DVA) Vocational Rehabilitation and Employment Program offices; DVA Medical Centers; routine site visits to Veterans' Service Organization meetings; Native American Trust Territories; Military installations; and, other areas of known concentrations of veterans or transitioning service members.
  2. Determine whether individuals are eligible to receive assistance under the DVOP Grant or Jobs for Veterans State (JVS) Grant.
  3. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
  4. Provide job search and placement assistance and, where appropriate, career counseling.
  5. The JVS Grant does not allow for any direct support services to eligible veterans.
- B. Amenities required: The DVOP Specialist will require a work area that can accommodate a work station approximately 6' x 8' in a semi-private location with drawer storage, a computer data port, internet, phone line, and a lockable file cabinet. Adequate parking for the DVOP Specialist will be available on the West and South side of the building.
- C. One Stop access and activities: The DVOP Specialist will work a 40-hour work week from the hours of 8:00 am to 5:00 pm, Monday through Friday. The exceptions are state and federal holidays and annual vacation/sick leave. Regulations specific to the JVS do not allow staff to participate in common services.

- D. Financial commitment: Partner is co-located at the One Stop and will share in the cost of common space (front desk reception services and security services).
- E. Funding source: JVS Grant [a 5-year grant that runs through 2014. Funds are authorized by the Veterans Employment & Training Services (VETS) agency within the United States Department of Labor (USDOL)].
- F. One-half of the costs associated with this Amendment for front desk reception services (Navigation) and security services shall be paid from JVS Grant funds, as follows:

Services	Total Monthly Costs	JVS Grant Monthly Costs
Front Desk Reception (Navigation)	306.59	153.30
Security Services	282.46	141.23
<b>Total monthly costs to be paid via JVS Grant:</b>		<b>\$294.53</b>

**2. Paragraph V(D) is amended to read as follows:**

**V. Activities and Services Provided by Partner - Wagner-Peyser**

- A. Services to be provided: Employment Services staff will provide:
1. An array of labor exchange services for employers and for job seekers who are job ready and searching for new or re-employment.
  2. Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One Stop delivery system.
  3. Initial assessment of skill levels, aptitudes, abilities and supportive services needs.
  4. Job seekers with job search assistance, job referrals, skill and ability assessments, and information regarding training and workshops.
  5. Employers with development of job orders, matching job seeker experience and skills with job descriptions for referrals, and assisting in special recruitment needs such as mass hiring, and pre-employment testing services.
  6. Provision of employment statistics information, including:
    - a. Job vacancies in the local market area.
    - b. Information on job skills necessary to obtain jobs.
    - c. Information relating to local occupations in demand and the earnings and skill requirements for such occupations.
  7. No supportive services are available by the Partner.
- B. Amenities required: Wagner-Peyser staff require a work area that will accommodate three work stations approximately 8' x 8' in a semi-private location with drawer storage, a computer data port, internet, phone line, and lockable file cabinet. Adequate parking for Wagner-Peyser staff will be available on the West and South side of the building.

- C. One Stop access and activities: Employment Services staff will work a 40-hour work week, Monday through Friday. The exceptions are state and federal holidays and annual vacation/sick leave. Partner agrees to limited participation in staffing common services, and requests that such participation be scheduled on a month-by-month basis and presented to Partner by the 25<sup>th</sup> of each month.
- D. Financial commitment: Partner is co-located at the One Stop and will share in the cost of common space (front desk reception services and security services).
- E. Funding source: Wagner-Peyser Act of 1933.
- F. One-half of the costs associated with this Amendment for front desk reception services (Navigation) and security services shall be paid from Wagner-Peyser Act funds, as follows:

Services	Total Monthly Costs	Wagner-Peyser Monthly Costs
Front Desk Reception (Navigation)	306.59	153.30
Security Services	282.46	141.23
<b>Total monthly costs to be paid via Wagner-Peyser funds:</b>		<b>\$294.53</b>

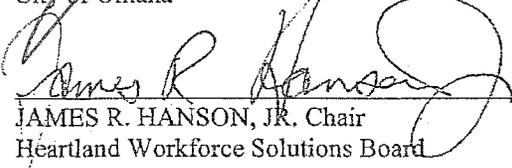
3. **This Amendment is entered into retroactively to cover the period July 1, 2011 through June 30, 2012.**
4. **Because of the retroactive nature of this Amendment, it is agreed by the parties that all costs associated with this Amendment have already been paid by Partner for the period July 1, 2011 through January 31, 2012.**

[signature page to follow]

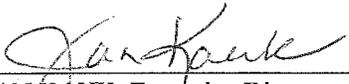
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
JIM SUTILE, Mayor (Chief Local Elected Official)  
City of Omaha

5/25/2012  
Date

  
\_\_\_\_\_  
JAMES R. HANSON, JR. Chair  
Heartland Workforce Solutions Board

5/23/2012  
Date

  
\_\_\_\_\_  
JAN KAUK, Executive Director  
Heartland Workforce Solutions, Inc.

5/24/2012  
Date

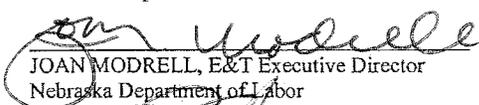
  
\_\_\_\_\_  
CATHERINE D. LANG, Commissioner  
Nebraska Department of Labor

6-19-12  
Date

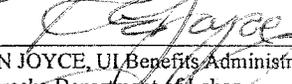
APPROVED BY:

\_\_\_\_\_  
DEBBIE KAY WARD, Contoller  
Nebraska Department of Labor

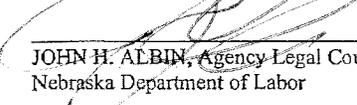
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Date

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

5-5-12  
Date

  
\_\_\_\_\_  
RON JOYCE, UI Benefits Administrator  
Nebraska Department of Labor

6/19/12  
Date

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

6-11-12  
Date

pc: Shane Pekny, One Stop Manager, Goodwill Industries, Inc. (One Stop Operator)  
Shirley Carlson, Director of Operations, Heartland Workforce Solutions, Inc.

**2<sup>nd</sup> Amendment To Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
**Between**  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
**and**  
**The Nebraska Department of Labor**

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THE AGREEMENT for cost allocation entered into on July 1, 2012 (as amended) between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and the Nebraska Department of Labor for service delivery in the area's One-Stop Career Center system, is amended as follows:

1. **Paragraph VI – Activities and Services Provided by Partner – Unemployment Insurance (UI) - is amended to reduce staff to from two REA representatives to one REA representative:**

**VI. Activities and Services Provided by Partner—Unemployment Insurance (UI)**

- A. Services to be provided: UI will provide two telephones and two computers for access designated strictly for UI/TAA filing purposes. [UI will attach a disclaimer or signage near the phones and computers indicating that the telephones are dedicated to (402) 458-2500 for UI filing purposes only and the computers are dedicated to UI web-filing purposes only.] Services shall include:
1. Core Services: UI agrees to deliver the following core services:
    - a. Determine whether individuals are eligible to receive unemployment compensation assistance and provide information for filing claims for unemployment compensation.
    - b. 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 expected to be registered for work with the Wagner-Peyser program.
  2. Delivery of Core Services: Core services shall be delivered in the following manner:
    - a. Service "A": Determine whether individuals are eligible to receive unemployment compensation assistance and provide information for filing claims for unemployment compensation.
      - i. Method of delivery: Actual application for UI can be made via a telephone call or on-line from the One Stop.
      - ii. Where the service will be provided: Telephones, computers and UI information will be provided at the One Stop.
      - iii. Method of referral: One Stop staff will direct UI applicants to the designated UI telephones and computers and UI information.
    - b. Service "B": 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 expected to be registered for work with the Wagner-Peyser program.



SCANNED

4/28/13 DK

- i. Method of delivery: If, during the UI application process, it is determined that an unemployed person must register for work with the Wagner-Peyser program, UI will communicate that requirement to the unemployed person.
    - ii. Where the service will be provided: From the telephones and computers provided at the One Stop.
- B. Amenities required: None. No UI staff will be located in the One Stop (other than REA). One REA representative will be available to meet with claimants to provide REA services, as prescribed by the federal REA program.
- C. One Stop access and activities: None. No UI staff will be located in the One Stop (other than REA). One REA representative will be available to meet with claimants to provide REA services, as prescribed by the federal REA program.
- D. Financial Commitment: None (other than for REA staff). Partner is co-located at the One Stop, has agreed to share in the cost of common space, and will pay the full cost of its dedicated space (64 square feet) (see DAS lease for specifics on dedicated and common space). Partner is co-located and may be needed to provide staffing relief for the common point of entry. Partner's financial commitment is:
  - 1. Phone costs:
    - a. For REA staff: 1 line @ \$6.10 each per month + \$.035/minute over the 125-minute Partner maximum. HWS Board will itemize invoice to Partner by minutes used per line.
    - b. For UI/TAA purposes referenced in VI(A) above: Partner will install the 1 phone line and 1 data line and will be billed directly for installation and ongoing costs.
  - 2. Data line: Because Partner requires its own network, Partner will arrange for and pay for 1 data line.
  - 3. Fax: Partner needs no fax or fax line.
  - 4. Copier/Scanner: Partner has use of copier/scanner in common workroom at no cost.
  - 5. Work Station & Chairs: No costs to Partner.
  - 6. Front Reception Desk (Navigator): Cost share included in the total cost figure set forth at Paragraph VII.
  - 7. Postage Meter: Partner will provide a postage meter to be set up in the common workroom, connected to a phone line, at no cost.
- E. Funding Source: UI Grants and Special Budget Resource (SBR).

**2. Paragraph VII – Total Partner Costs, is amended.**

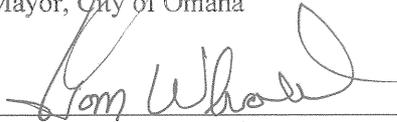
**VII. Total Partner Costs**

Monthly Partner costs under this MOU (excluding dedicated space and common space) shall be \$224.30 per month (\$174.30 per month for the co-located DVOP, Wagner-Peyser and UI programs plus a \$50.00 per month access fee for the TAA program which is not co-located). Partner is provided 125 phone minutes at no cost. Any phone minutes incurred over that amount will be invoiced to Partner by HWS Board by minutes used per line.

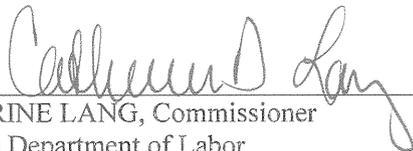
**3. The amendments set forth above are effective July 1, 2013 and throughout the duration of this Agreement, unless otherwise amended.**

There are no other amendments or modifications to this Amendment.

  
 \_\_\_\_\_  
 JIM SUTTLE, Mayor (Chief Local Elected Official)  
 Mayor, City of Omaha  
 Date 5.22.13

  
 \_\_\_\_\_  
 TOM WHALEN, Chair  
 Heartland Workforce Solutions Board/WIB  
 Date 5/27/13

  
 \_\_\_\_\_  
 SHIRLEY CARLSON, Acting Executive Director  
 Heartland Workforce Solutions, Inc.  
 Date 5-22-13

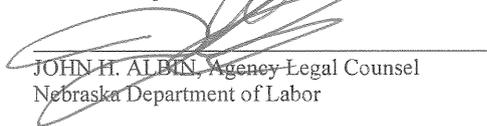
  
 \_\_\_\_\_  
 CATHERINE LANG, Commissioner  
 Nebraska Department of Labor  
 Date 6-24-13

REVIEWED AND APPROVED:

  
 \_\_\_\_\_  
 DEBBIE KAY WARD, Controller  
 Nebraska Department of Labor  
 Date 6-3-13

  
 \_\_\_\_\_  
 JOAN MODRELL, E&T Director  
 Nebraska Department of Labor  
 Date 5/29/13

  
 \_\_\_\_\_  
 RONALD JOYCE, UI Benefits Administrator  
 Nebraska Department of Labor  
 Date 6/19/13

  
 \_\_\_\_\_  
 JOHN H. ALBIN, Agency Legal Counsel  
 Nebraska Department of Labor  
 Date 6/3/13

pc: TIM SUELTER, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

**Memorandum of Understanding**  
Between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Proteus, Inc.**  
regarding  
**Employment & Training Services**

This memorandum of understanding is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Local Elected Official for the Greater Omaha Area, and Proteus, Inc. for service delivery in the area's One-Stop Career Center system.

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

Whereas, the Partner is engaged in workforce development activities in the Greater Omaha Workforce Investment Area; and

Whereas, the parties desire to determine, negotiate and allocate the services and the costs of funding those services (Attachment A) at the Greater Omaha Workforce Investment Area One Stop (One Stop) location; and

Whereas, throughout this memorandum of understanding, the term "MOU" includes this memorandum of understanding and Attachment A hereto, unless specified otherwise.

Now, therefore, the parties agree as follows:

**I. Purpose of MOU**

The purpose of this MOU is to develop coordinated efforts between the parties to provide a One-Stop system of comprehensive workforce development activities and services that include education and training for people in the Greater Omaha Workforce Investment Area. These services are designed to connect unemployed citizens and dislocated workers to jobs, prepare underemployed citizens for new jobs, and introduce young people to employment. The goals of the parties are to assist individuals to obtain employment, eliminate duplication of services, reduce administrative costs, enhance the 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, high-wage occupations based on a strong labor market, will be economically beneficial to both job-seekers 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 system through the development and implementation of MOUs;
4. Identify and work to eliminate 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 common data system to track client progress; and
7. Promote any other activities that will lead to establishment of an efficient and effective workforce development system.

B. The HWS Board shall have oversight responsibility, which includes coordination with the One-Stop Operator, for office management design, daily operational issues, and the development of new processes to increase collaboration among the Partners. The Partners shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

## III. General Provisions

It is understood that the Partner should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations that 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 the Partner is unable to perform functions under this MOU consistent with the Partner's statutory and regulatory mandates, the Partner shall immediately provide written notice to the HWS Board through its staff to establish a date for mutual resolution of the conflict.

## IV. Identification of Negotiations by One-Stop Partners

The Partner and the HWS Board shall negotiate in good faith and enter into a separate attachment to this MOU specific to the following:

A. Specification of site location.

- B. The services and program activities to be provided at that location by the Partner.
- C. The funding source that will provide the financial support for the Partner's participation.
- D. The facility space, location, parking, and other specific operational needs of the Partner.
- E. Expected staffing levels and availability for participation in common services.
- F. Financial commitment based upon the actual costs of services in the facility used by the Partner.
- G. Use of common intake and information exchange systems, including methods of referral for customers, if feasible.
- H. Role of the One-Stop operator.
- I. Any additional factors relevant to the program operations needs of the Partner or of the HWS Board.

#### **V. Quality Assurance**

- A. It is agreed that the HWS Board and the Partner will strive to achieve the goals of the WIA State and Local Plans and to meet the following standards of quality service for customers, employees, and other participating Partners.
- B. The Partner will:
  - 1. Deliver high-quality services through the One-Stop system.
  - 2. Allow all Partner staff located at the One-Stop Center to participate in annual cross-training sessions, where they will gain a greater understanding of the services available through all other One-Stop Partners. Cross-training sessions will be organized and delivered by the One-Stop Operator. Staff not located at the One Stop Center but otherwise connected to the One-Stop system are also invited, but not required, to attend.
  - 3. Assist the One-Stop operator in providing for the safety and security of all customers and staff.

- C. All customers will receive:

- 1. Prompt and courteous service.
- 2. Appropriate services, education, and/or training that will help them reach their employment goals.

#### **VI. Cost Sharing and Resource Sharing**

A. The Partner shall contribute a fair share of the operating costs based on the Partner's use of the facility and participation in the One-Stop system.

B. A number of methods exist that may be used to allocate costs among the Partners that are consistent with cost-allocation principles, accounting, and procurement guidelines. The Partner shall be required to negotiate with the HWS Board on the resources to be made available in the One-Stop system. Contributions of cost sharing or resource sharing may include costs associated with items such as personnel, rent, equipment, utilities, janitorial services, equipment repair, office supplies, etc. Common space furniture items are the property of the One-Stop.

C. The HWS Board must provide information that will identify the proportionate costs or resources that will be shared by the Partner.

### **VII. Referral Processes**

A. Reception area workers, including the One-Stop operator's staff and community service volunteers, will greet customers and inquire about their needs. Reception area workers will then refer customers to the resource area or a specific partner as requested or appropriate. For the latter, reception area workers will perform an initial determination of needs in order to refer customers to partner staff who can best meet those needs. In addition, they will assist customers in the resource room.

B. Each Partner will define its referral process in Attachment A. The referral may be done using written documentation, NEworks, or some additional method agreed upon by both parties. The One-Stop system will be using NEworks for the purpose of tracking recipients of WIA, TAA, and Wagner-Peyser services.

### **VIII. Complaint and Grievance Procedures**

The Partner will have a policy and procedure to handle complaints and grievances specific to services provided by the Partner. Complaints and grievances specific to the One-Stop system may be resolved through the One-Stop operator or the HWS Board's staff, or may be processed in accordance with the HWS Board's policy on complaints of discrimination, or the policy on non-criminal complaints and grievances.

### **IX. MOU Approval**

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

### **X. Restriction on Use of Funds**

Unless specifically allowed or required by federal or state laws 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 or 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. Providing voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

#### **XI. Risk of Loss**

- A. If the Partner is a state agency, it is self-insured.
- B. If the 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.

#### **XII. Term of MOU**

- A. This MOU is effective upon signature and shall continue pursuant to the duration of the terms described in Attachment A to this MOU.
- B. Any party to this MOU may suggest changes by contacting the HWS Board staff.
- C. Any amendment to this MOU shall be in writing and signed by all parties.
- D. If any part of this MOU shall be deemed invalid, the remainder of this MOU shall not be affected.
- E. Attachment A to this MOU may be amended individually according to their terms. The MOU herein shall remain in full force and affect even if Attachment A is amended.
- F. This MOU shall terminate with regard to the Partner upon the occurrence of any or all of the following:
  - 1. Exhaustion of designated funds.
  - 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.

4. The Partner ceases to provide services in the Greater Omaha Workforce Investment Area.

G. This MOU shall be reviewed bi-annually.

### **XIII. Assignability**

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

### **XIV. EEO, ADA, and Drug-Free Workplace Provisions**

The 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. The 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 or 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. The Partner shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

### **XV. Statement of Confidentiality of Program Information**

A. To safeguard information exchanged via this agreement:

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 the Partners.

3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner that will protect confidentiality of the records by means of a computer, remote terminal, or other means.

4. Each Partner, 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 digital media holding the exchanged information that 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 that will reasonably ensure that the contents of the exchanged information are not disclosed.

## **XVI. 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 on a case-by-case basis. These exceptions are granted by the HWS Board.

**XVII. Entire Agreement**

This MOU, Attachment A, and Sub-lease (when applicable) 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.

**XVIII. 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.

**XIX. Public Record Statement**

This document is a public record.

**XX. Staffing**

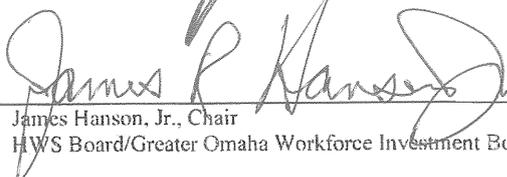
This MOU does not create any employment relationships or establish other employment-related rights. The Partner shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the HWS Board's ability to provide other essential services. The Partner will indemnify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

*Signature sheet appears on next page.*

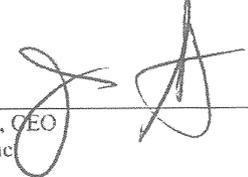
**XXI. Signatures**

In witness whereof, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 6/6/12

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 6/11/2012

  
\_\_\_\_\_  
Jan Kauk, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 6/5/2012

  
\_\_\_\_\_  
Jesus Soto, CEO  
Proteus, Inc.  
Date 6/4/2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.



**Attachment A**  
**One-Stop Cost-Sharing Agreement and Description of Services**  
between  
**The Heartland Workforce Solutions Board,**  
**The Chief Local Elected Official,**  
and  
**Proteus, Inc.**  
regarding  
**Migrant Seasonal Farmworker Program**

This agreement for cost allocation is entered into on the dates below between the Heartland Workforce Solutions Board (HWS Board) in its capacity as the Workforce Investment Board for the Greater Omaha Workforce Investment Area, the Mayor of Omaha in his capacity as Chief Elected Official for the Greater Omaha Area, and Proteus Inc. for Migrant Seasonal Farmworker Programs (PARTNER), for service delivery in the area's One-Stop Career Center system.

Whereas, the PARTNER will provide workforce development services in the Greater Omaha Workforce Investment Area; and

Whereas, the HWS Board and PARTNER have entered into a memorandum of understanding (MOU); and

Whereas, under Section 121(c) of the Workforce Investment Act (WIA), the MOU is to describe how the costs of services and the operating costs of the system will be funded; and

Whereas, the parties have agreed to negotiate in good faith and enter into this separate Agreement regarding certain terms of said MOU;

Now, therefore, the Parties agree as follows:

**I. Integration of Services**

The HWS Board and the PARTNER agree to integrate services provided under the WIA as a single service delivery system as much as possible. Services are generally identified as:

A. "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 system.

B. "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 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 system.

C. "Training services" means skills training, which may include Individual Training Accounts, on-the-job training, customized training and skills upgrading described in section 134(d)(4) of the WIA.

D. "Youth activities" means the youth program elements described in section 129(c)(2) of the WIA.

## **II. Identification of Negotiations by One-Stop PARTNER**

The items listed in Section IV of the MOU between the parties shall be designated as follows:

A. Specification of One-Stop site location:

Current location: 2421 N. 24<sup>th</sup> St., Omaha, NE 68110

*Effective 7-1-12*

Workforce Solutions Center  
Ames Plaza, 5752 Ames Avenue  
Omaha, NE 68104

B. The PARTNER shall provide the following activities and services for their clients:

1. Determinations of whether the individuals are eligible to receive assistance under the PARTNER'S program(s).
2. Outreach, intake (which may include worker profiling), and orientation to the PARTNER'S information and services available through the One Stop delivery system.
3. Job search, placement assistance, and where appropriate, career counseling/guidance.
4. Provision of employment statistics information, including the provisions of accurate information relating to local, regional, and national market areas.
5. Provision of information relating to the availability of supportive services, including childcare and transportation, available in the local area, and referral to such services, as appropriate.

C. The funding source that will provide the financial support for the PARTNER'S participation is:  
Migrant Seasonal Farmworker Program

D. The facility space, location, parking, and other specific operational needs of the PARTNER.

- N/A

E. Expected staffing levels and availability for participation in common services.

- N/A

F. Specification of financial commitment for cost and resource sharing in the One-Stop system:

- 1. The PARTNER is co-located at the One-Stop and has agreed to share in the cost of operation of the center (see sublease for specific details). For the term July 1, 2012 to June 30, 2014, co-located Partners may be needed to provide staffing relief for the common point of entry; or
- 2. The PARTNER is not co-located at the One-Stop and will pay an access fee of \$50 per month during the term of the MOU; or
- 3. The PARTNER is not co-located at the One-Stop, but will provide the following in-kind services at the One-Stop: [Detail]

G. Use of common intake and information exchange systems:

1. The PARTNER will have access to NEworks or other established methods of referral and information sharing with other One-Stop partners and the One-Stop Operator.
2. The One-Stop shall have a common point of entry for all customers, who shall be greeted and provided the following customer services:
  - a. Registration, including registration in NEworks or another intake system,
  - b. Explanation of services available,
  - c. Assessment of needs and referral to the appropriate Partners for services,
  - d. Other core services as described in section 134(d)(2) of the WIA.

H. Role of the One-Stop Operator and Full-Time Navigators:

1. The One-Stop Operator will be responsible for daily building operations and facilitating greater collaboration among the Partners. In furtherance of those duties, the One-Stop Operator will form functional teams, which will meet on a regular basis to implement new processes for sharing information and to develop customer-centered approaches to service delivery. The PARTNER agrees to allow its staff to participate on functional teams.
2. The One-Stop Operator will employ One-Stop Navigators at the comprehensive Career Center to cover the reception area, assist job-seekers in the resource room, make referrals to partner agencies, deliver workshops, and further facilitate collaboration among the PARTNERS. The PARTNER agrees to regularly communicate with the Navigators as services, policies, or procedures change. Additionally, the PARTNER agrees to share

customer-specific information, where appropriate, with the navigators to facilitate coordinated service delivery. Navigators shall not re-disclose such customer-specific information, and shall adhere to Part XV of the MOU in safeguarding such information.

I. Other relevant factors, special conditions, if applicable

### **III. Amendment Provisions**

Any amendment to this Agreement shall be in writing and signed by all parties. If any part of this Agreement shall be deemed invalid, the remainder of this Agreement shall not be affected.

### **IV. Term of Agreement**

This Agreement shall be effective upon signature through June 30, 2014 and may be extended or modified by written agreement of the parties. This Agreement shall terminate with regard to only this partner upon the occurrence of any or all of the following:

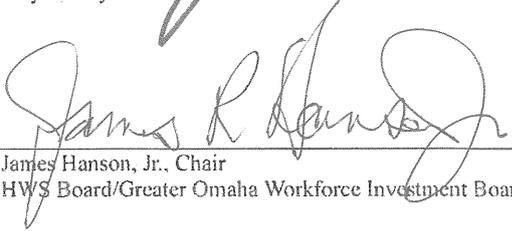
- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by any party to the others.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. Should the Partner cease to deliver services in the Greater Omaha Workforce Investment Area.

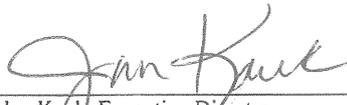
*Signature sheet appears on next page.*

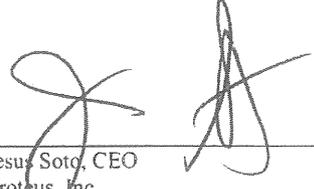
V. Signatures

In witness whereof, the Parties hereto have executed this Agreement, each duly authorized to do so, effective as of the date of signature.

  
\_\_\_\_\_  
Jim Suttle, Chief Local Elected Official  
Mayor, City of Omaha  
Date 6/6/12

  
\_\_\_\_\_  
James Hanson, Jr., Chair  
HWS Board/Greater Omaha Workforce Investment Board  
Date 6/11/2012

  
\_\_\_\_\_  
Jan Kaul, Executive Director  
Heartland Workforce Solutions, Inc.  
Date 6/5/2012

  
\_\_\_\_\_  
Jesus Soto, CEO  
Proteus, Inc.  
Date 6/4/2012

CC: Tim Suelter, One-Stop Manager  
Goodwill Industries, Inc. (One-Stop operator)

Shirley Carlson, Director of Operations  
Heartland Workforce Solutions, Inc.

