

EXCHANGE AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And
CITY OF LINCOLN, NEBRASKA, On Behalf Of
LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT

.....
Employer List Exchange

THIS EXCHANGE AGREEMENT is entered into on May 1, 2010 at Lincoln, Nebraska between the Nebraska Department of Labor (NDOL) and the City of Lincoln, Nebraska, on behalf of the Lincoln-Lancaster County Health Department (LLCHD), 3140 N Street, Lincoln, Nebraska 68510.

WHEREAS, LLCHD has a need to identify businesses unaware of environmental regulations to assist them in coming into compliance through localized programs; and

WHEREAS, NDOL has a database of local employers which would assist LLCHD in its efforts.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS, REPRESENTATIONS AND PROVISIONS HEREOF, BOTH PARTIES AGREE AS FOLLOWS:

I - General Program Exchange

- A. Once each year, LLCHD will submit a request to the NDOL for a list of Nebraska employers in business the previous year, along with the employer's address.
- B. Upon receipt of said request, NDOL's Primary Contact person will be responsible for contacting NDOL Finance to issue an invoice for payment of the annual cost reimbursement fee.
- C. Upon receipt of payment from LLCHD, NDOL agrees to provide LLCHD with the list of Nebraska employers and business addresses. The information will be provided in Microsoft Excel format on an encrypted CD via interoffice mail.
- D. NDOL's obligation to provide the information requested is contingent upon the availability of the information within its computer system.
- E. NDOL shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.
- F. LLCHD agrees to store the NDOL data on a protected network, and to erase the information from its network and destroy the CD when finished with the data.

II - Costs

- A. Pursuant to 20 CFR §603.8, LLCHD has agreed to pay to NDOL an annual cost reimbursement fee of Five Hundred Dollars (\$500.00) per year. Said fee shall accompany LLCHD's request for information.
- B. Costs recovered/expended for this exchange shall be applied/charged to NDOL Exchange Project-Function Code #656-100.
- C. Nonpayment of costs and/or fees may be cause for termination of this Agreement.

III - Authorized Representatives

The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, the following individuals are designated as the authorized representative of its party:

NDOL:		LLCHD:	
Primary Contact Person:		Primary Contact Person:	
Phil Baker, LMI Administrator 550 South 16 th Street Lincoln, NE 68508		Nate Hartman, Environmental Health Specialist 3140 N Street Lincoln, NE 68510	
Phone:	(402) 471-9839	Phone:	(402) 441-8643
E-Mail:	phil.baker@nebraska.gov	E-Mail:	nhartman@lincoln.ne.gov

IV - Confidentiality

- A. To safeguard information exchanged via this Agreement:
 - 1. LLCHD is required to review and follow *Neb. Rev. Stat.* §48-612 and 20 CFR §603.7 as it applies to confidentiality of information with respect to any use or re-disclosure of information provided to them by NDOL through this Agreement.
 - 2. Access to the information provided by this Agreement will be restricted only to authorized employees. Each LLCHD staff person with authority to request information authorized by this Agreement shall be required to individually sign confidentiality and/or non-disclosure agreements (*Attachment #1*). Said confidentiality and/or non-disclosure agreement will be kept on file with LLCHD. Failure to comply shall constitute a breach of this Agreement and require the immediate removal of the staff person from work on this project.
 - 3. Information provided by this Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from the NDOL.
 5. LLCHD agrees to hold all information received from the NDOL in a confidential manner in accordance with all applicable laws and regulations respecting the same. These obligations of confidentiality shall not apply to non-public information that:
 - a. Was previously known to LLCHD;
 - b. Is or becomes publicly available, through no fault of LLCHD;
 - c. Is disclosed to LLCHD by a third-party having no obligation of confidentiality to the NDOL relating to such confidential information;
 - d. Is independently developed by LLCHD; or
 - e. Is required to be disclosed as a matter of law.
 6. Any records created from information provided by this Agreement 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.
 7. Subject to its confidentiality obligations herein, LLCHD will be responsible for any damages and will hold the NDOL harmless from any loss should any breach of confidentiality occasioned by an LLCHD employee occur.
 8. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.
 9. LLCHD will permit the NDOL to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and this Agreement are being met.
- B. To ensure confidentiality, LLCHD and the NDOL agree to:
1. Store and process data in a secure manner such that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means.
 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 Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

V - Term Of Agreement

- A. This Agreement is for a three-year period, commencing May 1, 2010 and expiring April 30, 2013.
- B. This Agreement shall be reviewed annually, including all costs associated with this Agreement.
- C. Either party may terminate this Agreement upon thirty (30) days written notice.
- D. Any amendments or extensions to this Agreement must be in writing and approved by both parties.
- E. Violation of any of the terms of this Agreement may be cause for NDOL to terminate this Agreement.

VI - EEO / ADA / Drug Free Workplace Provisions

LLCHD acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. LLCHD 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 (as amended), Title IX of the Education Amendments of 1972 (as amended), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 (as amended), the Americans with Disabilities Act of 1990 (as amended), 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. LLCHD and any of its subcontractors with respect to any services performed under this Agreement shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. LLCHD shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

[signature page to follow]

VII - Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

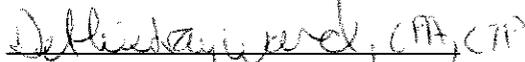
5.3.10
Date

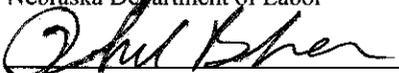

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

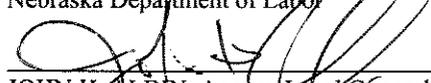
Date

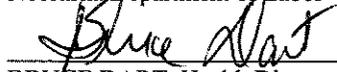
CHRIS BEUTLER, Mayor
City of Lincoln, Nebraska
(FEIN #47-6006256)

REVIEWED AND APPROVED:

 4-27-10
DEBBIE KAY WARD, Controller
Nebraska Department of Labor
Date

 4/29/10
PHIL BAKER, LMI Administrator
Nebraska Department of Labor
Date

 5/3/10
JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor
Date

 5/5/10
BRUCE DART, Health Director
Lincoln Lancaster County Health Department
Date

Attachment #1

Nebraska Department of Labor

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

I HAVE READ AND AGREE TO ABIDE BY all conditions and provisions of the Agreement between the Nebraska Department of Labor (NDOL) and the City of Lincoln, Nebraska, on behalf of the Lincoln-Lancaster County Health Department (LLCHD). Said Agreement sets forth the responsibilities, including confidentiality and physical security requirements, pertaining to the use of data provided by the NDOL during the term of the Agreement.

Date

Employee

Date

Witness