MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN LOCAL WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between the Greater Lincoln Local Workforce Investment Board, hereinafter referred to as "LWIB" and the One Stop System Partners, hereinafter referred to as the "One-Stop Partners" for the Greater Lincoln One Stop Center with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

WHEREAS, the LWIB has a vision for a Workforce Investment System that is designed to be a dynamic, integrated workforce investment system that meets the changing needs of business and individuals by providing the knowledge, skills and resources for learning, earning and living today and tomorrow.

WHEREAS, the LWIB and One-Stop Partners desire to be guided by the vision of the LWIB by establishing an agreement concerning their respective roles and responsibilities for implementation of the Workforce Investment Act of 1998 as designated under Section 121(c)(2).

WHEREAS, this agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services

WHEREAS, this agreement is to establish cost and funding operations of such services.

WHEREAS, this agreement will enable one-stop partners to collaborate and establish an integrated delivery system to enhance services.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The Purpose of the Memorandum of Understanding is to establish an agreement between the LWIB and One-Stop Partners concerning the operation of the one-stop delivery system in the Greater Lincoln area.

2. One-Stop Partners and Services. The following are the One-Stop Partners entering into an agreement with the LWIB to provide the services and activities as identified below:

One-Stop Partner	Program	Revenue Source/ Authorization
Southeast Community College	PostSecondary Vocational Education under Carl Perkins, Adult Education and Literacy	WIA Title II, Carl D Perkins, Vocational & Applied Tech Act
NHHS	Health and Human Services	Food Stamp Act, Social Security Act

Nebraska Dept. of Labor, Veteran Employment Outreach	Veterans Employment	Chapter 41 of Title 38 U.S.C.
Nebraska Department of Labor	Disabled Veteran Outreach Program	Chapter 41 of Title 38, U.S.C.
Indian Center Inc.	Native American Programs	WIA Title I
Client Assistance Program	Client Assistance Program	Rehabilitation Act
Nebraska Department of Labor	Wagner-Peyser	Wagner-Peyser Act
Job Corps	Desi/Job Corps	WIA Title I
Services for the Visually Impaired	Rehabilitation Services For The Visually Impaired	U.S. Department of Education/Rehabilitation Services Administration
NAF Muticultural Human Development Corporation	Migrant and Seasonal Farm workers Program	WIA Title I
Green Thumb, Inc.	Senior Community Service Employment Program	Title V Older Americans Act
City of Lincoln Urban Development Department	Adults, Dislocated Workers, Youth, HUD, Welfare to Work	WIA Title I, HUD, Social Security Act
Vocational Rehabilitation	Vocational Rehabilitation	Rehabilitation Act
Lincoln Action Program	Community Services Block Grant Program	Community Services Block Grant
Nebraska Department of Labor	Unemployment Insurance, NAFTA, Trade Adjustment Assistance	UI Grant, Trade Act of 1974
Operation ABLE - Lincoln Area Agency on Aging	Senior Community Service Employment Program	Title V Older Americans Act
AARP	Senior Community Service Employment Program	Title V Older Americans Act

3. Agreement of One-Stop Partners. In signing this agreement, it is the intent of the One-Stop Partners to participate in the One-Stop Delivery System and agree to the following:

a. Provide access to core services and access to their other services and programs in at least one physical location known as the One-Stop Center by agreeing to develop a Scope of Services agreement with the LWIB by July 1, 2000.
b. Negotiate a Cost Sharing/Resource Sharing agreement with the LWIB by July 1, 2000.
c. Participate in a process of program review and continuous improvement to offer the best possible services.

4. Core Services. The Core Services applicable to this agreement are those described in WIA section 134(d)(2) and in the WIA regulations at 20 CFR 662.240(b). These services must be available to those clients eligible for services from each one-stop partner and are described in Attachment B: Scope of Services. The Scope of Services is a separate attachment referenced in the MOU that will detail the manner in which the core, intensive and training services will be provided by the one-stop partner and how they will be integrated into the one-stop system.

5. Partnership. The One-Stop Partners will demonstrate partnership and participation in the one-stop system. Descriptions of participation and partnership are referenced as separate attachments within this MOU as follows:

a. Attachment A: Cost Sharing/Resource Sharing. This attachment will delineate what resources the partner will make available to the system and will include the partner's share of operating costs.

b. Attachment B: Scope of Services. This attachment will describe the type of core, intensive and training services that will be provided by the partner and how those services will be integrated into the one-stop system.

6. Referral Process for One-Stop System Services. The One-Stop Partners of this signed MOU will provide for the referral of individuals for services by use of a common intake form, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.

7. Governance of the One-Stop Delivery System. The partnership between the CEO, LWIB, the One-Stop Operator and the One-Stop Partners includes shared responsibility and accountability for the One-Stop Delivery System process and services as described in the WIA and the Interlocal Agreement between the City of Lincoln, Lancaster County and Saunders County.

8. Duration and Modification of MOU. The One-Stop Partners agree that the terms of this MOU will take effect as of July 1, 2000 and will continue in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law or in accordance with this section.

a. Withdrawal: Any party may withdraw from this MOU by giving written notice of its intent to withdraw at least 120 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the Chairperson of the LWIB and the CEO. Should any One-Stop Partner withdraw, the MOU shall remain in effect with respect to other remaining One-Stop Partners. Should any One-Stop Partner withdraw, it shall not be entitled to a refund of any portion of any previously paid contribution and shall remain responsible for payment of its share of any contractual obligations entered into prior to withdrawal through the remainder of the current July/June fiscal year.

b. Amendments: The MOU can be modified by mutual agreement of partners and the LWIB. Any such modification will be preceded by written notice of intent to modify and the purpose of such modification.

c. Any party to the MOU can request a modification to the agreement by making such a request in writing to the Board. If such a request affects any other party to the agreement, the LWIB will follow notification procedures under subsection b directly above for notifying the other parties in the event the request needs to be approved.

9. Severability. If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

10. Attachments. One Stop Partner agencies which are a party to this Memorandum of Understanding have the ability to enter into various attachments to the MOU which are separate agreements between the LWIB and one stop partners.

11. Impasse. WIA regulations emphasize that the one stop partners and the LWIB are to engage in good faith negotiation and reach agreement on the MOU. The partners and the LWIB may seek the assistance of the appropriate state agencies, the Governor, State Board or the appropriate parties in reaching agreement. If the parties have reached a dispute that forecloses agreement on the MOU, the parties have reached an impasse in MOU negotiations and the Executive Committee of the LWIB shall attempt to resolve the dispute. If the Executive Committee's efforts fail and an MOU is not executed between the LWIB and the required partner, both entities must report the failure in accordance with 20 CFR 662.310 of the WIA regulations.

12. Liability. The political jurisdiction of the Chief Elected Official of the LWIB, identified as the Mayor of the City of Lincoln, is liable for any misuse of the Workforce Investment Act grant funds allocated to the local area under Title I of the Workforce Investment Act.

13. Mutual Hold Harmless. The parties to this agreement recognize that the partnership consists of various levels of government, not for profit and for profit entities. Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party or parties. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use.

14. Authority and Signatures. The individuals signing the MOU have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.
It is understood and agreed that the Greater Lincoln Workforce Investment Board and the Chief Local Elected Official shall execute this MOU by signing below. It is understood and agreed that each One-Stop Partner shall execute this MOU by signing a separate attachment in the form attached hereto as "Signature Form". It is understood and agreed that each One-Stop Partner shall be committed to the terms of the MOU to the same extent as if the One-Stop Partners had signed this MOU jointly in a single attachment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the 23 day of June, 2000

By: Don Wesely
Don Wesely, Mayor of City of Lincoln and
Chief Elected Official of Greater Lincoln
Workforce Investment Area

By: James L. Linderholm
Jim Linderholm, Chairperson
Greater Lincoln Workforce Investment Board

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 24 day of APRIL, 2000.

Vocational Rehabilitation
Agency/One Stop Partner
Name: Frank C Lloyd
Title: DIRECTOR

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 25 day of April, 2000.

Health & Human Services

Agency/One Stop Partner

Name: [illegible]

Title: Senior Area Administrator - SESA

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 14 day of APRIL, 2000.

SOUTHEAST COMMUNITY COLLEGE

Agency/One Stop Partner

Name: Paul J. Kirch

Title: PRESIDENT

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop system Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 19 day of May, 2000.

SAID WITNESS signs below with the understanding that the LWIB has selected the City of Lincoln to enter into negotiations to be the One Stop Operator for the Greater Lincoln Area and with the understanding that the LWIB has recommended that the One Stop Center be located in Gold's Galleria or similar facility.

Fernando Lecuona III

Signature
DOL/Unemployment Insurance/NAFTA/TAA
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner

Fernando Lecuona III

Signature
DOL/Wagner-Peyser
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner

Fernando Lecuona III

Signature
DOL/Veterans Employment
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner

Fernando Lecuona III

Signature
DOL/Disabled Veterans Program
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 5th day of May, 2000.

Agency/One Stop Partner
Name: Randall B. Ross
Title: Executive Director
Program: Indian Center Inc.

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 21 day of April, 2000.

Client Assistance Program
Agency/One Stop Partner
Name: Victoria Rasmussen
Title: Program Director

GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 19 day of April, 2000.

DESI/Job Corps
Agency/One Stop Partner
Name: Michelle Olson
Title: Project Director

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 27 day of April, 2000.

Carlos Serrano NEBRASKA REHABILITATION FOR Serrano Visually Impaired

Agency/One Stop Partner
Name: CARLOS SERRANO
Title: ASSISTANT DIRECTOR of NRVI

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 20 day of April, 2000.

NAF Multicultural Human Development Corp.

Agency/One Stop Partner

Name: Edla Ochoa

Title: Executive Director

GENERAL NOTARY-State of Nebraska
TRISHA GUENING
My Comm. Exp. Feb. 18, 2004

Trisha Guening

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 26th day of April, 2000.

Green Thumb Inc. - Nebraska Operation
Agency/One Stop Partner
Name: Debra Holcomb
Title: State Project Director

NOTE: This agency now does business as Experience Works.
The SCSEP representative on the Greater Lincoln Workforce Investment Board is Operation ABLE/ Lincoln Area Agency on Aging.

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 24th day of April, 2000.

Urban Development
Agency/One Stop Partner
Name: Marc Wullschleger
Title: Director

"SIGNATURE FORM"

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IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 21 day of April, 2000.

Lincoln Action Program

Agency/One Stop Partner

Name: Beverly Omaas

Title: Exec Dir

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 25 day of April, 2000.

Lincoln Area Agency on Aging
Agency/One Stop Partner
Name: Debra Schafer
Title: Administrator

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Parmers, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 12 day of May, 2000.

AARP Foundation - Senior Employment Program
Agency/One Stop Partner
Name: [illegible]
Title: Project Director

NOTE: This agency no longer delivers SCSEP services in the Greater Lincoln area.

The Greater Lincoln Workforce Investment Board member representing SCSEP is Operation ABLE/ Lincoln Area Agency on Aging.

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 1st day of March, 2008.

Lisa S. Odlè

Agency/One Stop Partner Job Corps, Odle Management Group, L.L.C.

Name: Lisa S. Odlè
Title: President/CEO

"SIGNATURE FORM"

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AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 25 day of April, 20 11.

Experience Works, Inc.
Agency/One Stop Partner
Name: Richard L. Freeman
Title: State Director

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"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 26th day of February, 2014.

Agency/One Stop Partner
Name: Howard A. Raik, President
Title: _____

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **CHP International, Inc., Job Corps Contractor**, hereinafter referred to as CHP for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and CHP International, Inc. to define CHP's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, CHP, agrees to contribute direct partner costs for rent in the following manner:

RENT: CHP will not be co-locating in the American Job Center and, thus will not incur partner costs for physical co-location.

2. The one stop partner, CHP, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. CHP shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. CHP agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of $360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop

Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute $17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute $8,363.40 for Year 2014.

CHP is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of $360.50 for Year 2014. It is agreed between the parties that the $360.50 will be billed quarterly in the amount of $90.13 by the City of Lincoln to CHP and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. CHP agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost

allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on June 7, 2011 pursuant to E.O. 84120 and said E.O. 84120 is rescinded upon execution of this Agreement.

8. Capacity: The undersigned person representing CHP does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind CHP to this Agreement.

IN WITNESS WHEREOF, CHP and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 26th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln

Mr. Howard Raik, CEO
CHP International, Inc./Job Corps Contractor

Workforce Investment Board
Approved by:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **CHP International, Inc., Job Corps contractor,** hereinafter referred to as CHP for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and CHP to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, CHP, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Determine eligibility for the Job Corps program

b. Outreach and Orientation to the services available at the American Job Center.

c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.

d. Job Search and Placement Assistance.

e. Follow-up Services.

2. Delivery of Core Services

Service: a. Determine eligibility for the Job Corps Program

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to CHP with a phone number or the client will be provided with the address of CHP.

Where the service will be provided: Initial determinations of referral for eligibility will be provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for the Job Corps program will be referred by the Triage Navigator to CHP.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: CHP will provide information online through computer access in the resource room or marketing materials, brochures and information regarding CHP services to be dispersed to all partners, tenants of the American Job Center and eligible youth where appropriate and will be listed on any printed materials regarding services available at the American Job Center. CHP will provide information describing the one stop system and the partner programs. CHP agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective CHP customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln and other resource room staff will direct the clients to the computer for their use.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from CHP are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job explorer.

Service: d. Job Search and Placement Assistance

Method of Delivery: The Triage Navigator will direct customers to self service job search opportunities, and placement assistance located in the resource room through access to computers.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: e. Follow-up Services

Method of Delivery: CHP placement specialists are required to do intensive follow up with their students. Students are tracked while they are working and are offered supportive service assistance. CHP will also provide basic placement standards.

Where the service will be provided: The CHP main office or at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska .

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

a. CHP is held to the provisions of the Privacy Act. If an initial referral is made to CHP and CHP wants to make a subsequent referral for the enrolled client to another partner to serve the client's needs, CHP will make relevant client information available through the intake system with permission from the involved client.

4. Funding Source/Costs: The CHP costs of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury,

sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: CHP shall perform their core services under this Agreement as an independent contractor. CHP has sole and exclusive charge and control of the manner and means of performance. CHP, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that CHP is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: CHP, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: CHP, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on June 7, 2011 pursuant to E.O. 84120 and said E.O. 84120 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing CHP does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind CHP to this agreement.

IN WITNESS WHEREOF, CHP and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 26th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Mr. Howard Raik, CEO
CHP International, Inc./Job Corps
contractor

Approved by:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the Memorandum of Understanding (MOU) is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Client Assistance Program**, which hereinafter may be referred to as CAP, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Client Assistance Program to delineate CAP's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, CAP, agrees to contribute direct partner costs for rent in the following manner:

CAP will not be co-locating in the American Job Center and, thus, will not incur direct partner costs for physical collocation.

2. The one stop partner, CAP, is an information and advocacy assistance program, and agrees to contribute an equal share of system costs, among all WIA partners, for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet. CAP agrees to pay the billing within 30 days receipt from the invoice.

3. Responsibility for Funds: Each One Stop Partners is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

4. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

5. Amendments: The parties realize that modification may be necessary during the period of

this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

6. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83938 and said E.O. 83938 is rescinded upon execution of this Agreement.

7. **Capacity**: The undersigned person representing Client Assistance Program does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Client Assistance Program to this Agreement.

IN WITNESS WHEREOF, Client Assistance Program and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 17th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Victoria Rasmussen, Director
Client Assistance Program

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the Memorandum of Understanding (MOU), is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Client Assistance Program**, which hereinafter may be referred to as CAP, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Client Assistance Program to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, CAP, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Providing information, referral and advocacy services to individuals who are applying for or receive services under the Rehabilitation Act. This includes information regarding services and benefits available under Vocational Rehabilitation and the NE Commission for the Blind and Visually Impaired. CAP does not provide employment and training services but, rather, provides advocacy and information services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner CAP in the following manner:

Service: a. Providing information, referral and advocacy services to individuals who are applying for or receive services under the Rehabilitation Act.

Method of delivery: Providing brochures and informational material regarding CAP services and disability issues, including brochures providing the hotline number for CAP.

Where the service will be provided: Brochures and informational materials will be provided by CAP at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: CAP clients may find the brochures at the American Job Center.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Costs: CAP costs of providing the above referenced services through the American Job Center, including without limitation all of its brochures, information material and supply shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 through September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB. and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Client Assistance Program shall perform their core services under this Agreement as an independent contractor. CAP has sole and exclusive charge and control of the manner and means of performance. CAP, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that CAP is not an employee of the Greater Lincoln

Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: CAP, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: CAP, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on April 5, 2011 pursuant to E.O. 83938 and said E.O. 83938 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing CAP does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind CAP to this agreement.

IN WITNESS WHEREOF, CAP and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 11th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Victoria Rasmussen
Victoria Rasmussen, Director
Client Assistance Program

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Community Action Partnership of Lancaster & Saunders Counties**, which hereinafter may be referred to as CA, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Community Action Partnership to delineate CA's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Community Action Partnership of Lancaster & Saunders Counties, agrees to contribute direct partner costs for rent in the following manner:

RENT: CA will not be co-locating in the American Job Center and, thus will not incur partner costs for physical co-location.

2. The one stop partner, CA, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items. CA shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet

3.CA agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of $360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute $17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute $8,363.40 for Year 2014.

CA is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of $360.50 for Year 2014. It is agreed between the parties that the $360.50 will be billed quarterly in the amount of $90.13 by the City of Lincoln to CAP and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. CA agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing

in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 18, 2011 pursuant to E.O. 83976 and said E.O. 83976 is rescinded upon execution of this Agreement.

8. Capacity: the undersigned person representing CA does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind CA to this Agreement.

IN WITNESS WHEREOF, CA and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 24th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Vi See, Executive Director
Community Action Partnership of
Lancaster & Saunders Counties

Approved by:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Community Action Partnership of Lancaster and Saunders Counties**, which hereinafter may be referred to as Community Action, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Community Action Partnership of Lancaster and Saunders Counties to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Community Action, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Determine eligibility for assistance within Community Action services and programs.

b. Outreach and Orientation to the services available at the American Job Center.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner CA in the following manner:

Service: a. Determine eligibility for services available at Community Action.

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to Community Action with a phone number or the client will be provided with the address of Community Action's main office at 210 O Street, Lincoln, NE or address as provided by Community Action.

Where the service will be provided: Initial determinations of referral for eligibility will be provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for Community Action programs will be referred by the Triage Navigator to Community Action.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Outreach: Community Action will provide information online through computer access in the resource room or provide marketing materials, brochures and information regarding services to be dispersed to all partners, tenants of the American Job Center and clients where appropriate and will participate and be listed on any materials regarding services available at the American Job Center. Community Action will provide information describing the one stop system and the partner programs. Community Action agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. **Method of Referral**: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. **Funding Source/Costs**: Community Action costs of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. **Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. **Term**: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. **Termination**: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless**: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be

responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. **Independent Contractor**: Community Action shall perform their core services under this Agreement as an independent contractor. Community Action has sole and exclusive charge and control of the manner and means of performance. Community Action, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Community Action is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. **One Stop Management Council**: Community Action, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. **One Stop Center Management**: Community Action, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment B executed on April 18, 2011 pursuant to E.O. 83976 and said E.O. 83976 is rescinded upon execution of this Agreement.

12. **Capacity**: The undersigned person representing Community Action does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Community Action to this agreement.

IN WITNESS WHEREOF, Community Action and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 24th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Vi See, Executive Director
Community Action Partnership of
Lancaster & Saunders Counties

Approved by:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Experience Works,** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Experience Works to define Experience Works' cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Experience Works, agrees to contribute direct partner costs for rent in the following manner:

Experience Works will be located at the American Job Center. The specific costs and terms for rent are represented in a separate sublease agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

2. The one stop partner, Experience Works, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Experience Works shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet. Experience Works agrees to pay the billing within 30 days receipt from the invoice.

3. **Experience Works contributes in kind services to the cost of a Triage Navigator Position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.** The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act. Experience Works contributes rent to the shared space at the American Job

Center and provides in kind services and those services and costs are recognized for 2014 as their equitable contribution as indicated in subparagraph B.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space is: sixty one percent (61%) for the Nebraska Department of Labor, twenty nine percent (29%) for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker programs/HUD and ten percent (10%) for the remaining One Stop partners.

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28,839.31. The Nebraska Department of Labor agrees to contribute $17,591.98 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker programs and HUD employment programs has agreed to contribute $8,363.40 for Year 2014.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by eight one stop partners. The remaining one stop partners who are co-located at the American Job Center complex, which includes Experience Works, contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Experience Works agrees to cooperate and convene with the LWIB, the City of Lincoln as the One Stop Operator and other One Stop partners in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by

all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

3. Responsibility for Funds: Each One Stop Partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

4. Term: This Agreement shall be in effect for the period beginning July 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

6. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on May 10, 2011 pursuant to E.O. 84028 and said E.O. 84028 is rescinded upon execution of this Agreement.

7. Capacity: The undersigned person representing Experience Works does hereby agree and represent that he or she is legally capable to sign Experience Works to this Agreement.

IN WITNESS WHEREOF, Experience Works and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 24th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Ann Rouch
Nebraska State Program Manager
Experience Works, A grantee funded
By the Department of Labor Senior
Community Service Employment
Program (SCSEP)

Approved by:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Experience Works,** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Experience Works to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Experience Works, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Determine eligibility for senior community service employment activities under title V of the Older Americans Act.

b. Informational Outreach and Orientation to the services available at the American Job Center.

c. Initial verbal assessment of skill levels, aptitudes, abilities and supportive service needs.

d. Job search, placement assistance, career counseling and job referral.

e. Provision of accurate information relating to the availability of supportive services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Experience Works, in the following manner:

Service: a. Determine eligibility for senior community service employment activities under title V of the Older Americans Act.

Method of delivery: Experience Works staff will be located at the American Job Center to determine eligibility.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205,

Lincoln, Nebraska.

Method of referral: The Triage Navigator will direct applicants to the Title V representative at the American Job Center to determine if the customer may be eligible for such program.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: Experience Works will provide information available online through computer access in the resource room or provide marketing materials, brochures and information regarding Experience Works' services to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will be listed on any printed materials regarding services available at the American Job Center. Experience Works will provide information describing the one stop system and the partner programs. Experience Works agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Experience Works staff will be available to do orientations for Experience Works applicants regarding services available at the American Job Center. If EW staff is not there, the Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of Delivery: Initial verbal assessments are conducted on pre-enrolled Title V customers. Assessment will be provided by Experience Works staff.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: d. Job search, placement assistance, career counseling and job referral

Method of Delivery: Experience Works staff will provide information on job listings, assist customers in the American Job Center resource room, and provide interview counseling and job referrals.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: e. Provision of accurate information relating to the availability of supportive services

Method of Delivery: Experience Works staff will provide information on supportive aging services. If EW staff is not available, the Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. **Method of Referral**: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. **Funding Source/Costs**: Experience Works' cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by Experience Works.

5. **Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. **Term**: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. **Termination**: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless**: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts

or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. **Independent Contractor**: Experience Works shall perform their core services under this Agreement as an independent contractor. Experience Works has sole and exclusive charge and control of the manner and means of performance. Experience Works, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Experience Works is not an employee of the Greater Lincoln Workforce Investment Board.

10. **One Stop Management Council**: Experience Works, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. **One Stop Center Management**: Experience Works, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment B executed on May 10, 2011 pursuant to E.O. 84028 and said E.O. 84028 is rescinded upon execution of this Agreement.

13. **Capacity**: The undersigned person representing Experience Works does hereby agree and represent that he or she is legally capable to sign Experience Works to this agreement.

IN WITNESS WHEREOF, Experience Works and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 24th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Ann Rouch
Nebraska State Program Manager
Experience Works, a grantee
Funded by the Department of Labor
Senior Community Service
Employment Program (SCSEP)

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Indian Center, Inc.,** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Indian Center, Inc. to define Indian Center, Inc.'s cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Indian Center, Inc., will not be co-locating at the American Job Center.

2. The one stop partner, Indian Center, Inc., agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Indian Center, Inc. shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. Indian Center, Inc., agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of $360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln,

Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute $17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute $8,363.40 for Year 2014.

Indian Center, Inc. is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of $360.50 for Year 2014. It is agreed between the parties that the $360.50 will be billed quarterly in the amount of $90.13 by the City of Lincoln to Indian Center, Inc. and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Indian Center, Inc. agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on June 7, 2011 pursuant to E.O. 84119 and said E.O. 84119 is rescinded upon execution of this Agreement.

8. Capacity: The undersigned person representing Indian Center, Inc. does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Indian Center, Inc. to this Agreement.

IN WITNESS WHEREOF, Indian Center, Inc. and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the _____ day of _____, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Name: Cindy Tyndall
Title: Executive Director
Indian Center, Inc.

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Indian Center, Inc.**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Indian Center, Inc. to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Indian Center, Inc., agrees to contribute to the delivery of the following core services in the local one stop system:

a. Determine eligibility for WIA Title I Native American programs

b. Outreach and Orientation to the services available at the American Job Center Center.

c. Initial assessment of skill levels, aptitudes, abilities, and supportive needs

d. Job search and placement assistance, and where appropriate, career counseling

e. Provision of accurate information relating to the availability of supportive services in the local area and referral to such services, as appropriate.

2. Delivery of Core Services

The core services listed below shall be delivered by the one stop partner, Indian Center, Inc., in the following manner:

Service a: Determine eligibility for WIA Title I Native American programs

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to the Indian Center with a phone number or the client will be provided with the address of the Indian Center's main office at 1100 Military Road, Lincoln, Nebraska.

Where the service will be provided: Initial determinations of referral for eligibility will be

provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for the WIA Title I Native American program will be referred by the Triage Navigator to the Indian Center, Inc.

Service b: Outreach and Orientation to the services available at the American Job Center.

Method of delivery:
Outreach: Indian Center, Inc. will provide information online through computer access in the resource room or marketing materials, brochures, and information regarding WIA Title I Native American services to be dispersed to all partners, tenants of the American Job Center, and to all eligible clients as appropriate. Indian Center, Inc. will also be listed on any printed materials regarding services available at the American Job Center. Indian Center, Inc. will provide information describing the one stop system and the partners programs and agrees to distribute customer surveys as directed by the Greater Lincoln WIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service c: Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.

Method of delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln and other resource room staff will direct the clients to the computer for their use.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from Indian Center, Inc. staff are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job explorer.

Service d: Job search and placement assistance, and where appropriate, career counseling.

Method of Delivery: The Triage Navigator will direct customers to self service job search opportunities, placement assistance and career counseling located in the resource room through access to computers.

Where the services will be provided: At the American Job Center, 1111 O Street, Lincoln, Nebraska.

Service e: Provision of information relating to the availability of supportive services available in the local area, and referral to such services as appropriate.

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Lincoln, Nebraska.

3. **Method of Referral**: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. **Costs**: The Indian Center, Inc.'s cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

6. **Term:** This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. **Termination**: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the umbrella MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless**: Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own

acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.

9. **Independent Contractor:** Indian Center, Inc. programs shall perform their core services under this Agreement as an independent contractor. Indian Center, Inc. has sole and exclusive charge and control of the manner and means of performance. Indian Center, Inc. with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Indian Center, Inc. employees are not employees of the City of Lincoln or Greater Lincoln Workforce Investment Board.

10. **One Stop Management Council:** Indian Center, Inc. as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. **One Stop Management:** Indian Center, Inc. as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment B executed on June 7, 2011 pursuant to E.O. 84119 and said E.O. 84119 is rescinded upon execution of this Agreement.

13. **Capacity:** The undersigned person representing Indian Center, Inc. does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Indian Center, Inc. to this Agreement.

IN WITNESS WHEREFORE, Indian Center, Inc. and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the _____ day of _____, 2014.

_____
Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Name: _____
Title: _____
Indian Center, Inc.

Approved by:

_____
Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Commission for the Blind and Visually Impaired**, which hereinafter may be referred to as NCB, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and NCB to delineate NCB's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Nebraska Commission for the Blind and Visually Impaired, agrees to contribute direct partner costs for rent in the following manner:

NCB will not be physically collocating at the One Stop Career Center and does not incur any direct partner costs for rent.

2. The one stop partner, NCB, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet

3. NCB agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of $360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute $17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute $8,363.40 for Year 2014.

NCB is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of $360.50 for Year 2014. It is agreed between the parties that the $360.50 will be billed quarterly in the amount of $90.13 by the City of Lincoln to NCB and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. NCB agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and

acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 14, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83937 and said E.O. 83937 is rescinded upon execution of this Agreement.

8. Capacity: the undersigned person representing NCB does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind NCB to this Agreement.

IN WITNESS WHEREOF, NCB and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 14th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Dr. Pearl Van Zandt, Exec. Director
Nebraska Commission for the Blind
and Visually Impaired

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Nebraska Commission for the Blind and Visually Impaired**, which hereinafter may be referred to as NCB, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Nebraska Commission for the Blind and Visually Impaired to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Nebraska Commission for the Blind and Visually Impaired, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Outreach, Orientation and referral to the services available through the American Job Center.

b. Provide program performance information and program cost information on braille, technology equipment, independent living skills training and other appropriate information

c. Providing information on the availability of supportive services and referral to those services where appropriate.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, NCB, in the following manner:

Service: a. Outreach, Orientation and referral to the services available at the American Job Center

Informational Outreach: NCB will provide provide information online through computer access in the resource room or marketing materials, brochures and information as appropriate regarding NCB services to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will participate and be listed on any materials regarding American Job Center Services. NCB will provide information describing the one stop system and the partner programs. NCB will agree to

distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective NCB customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

b. Providing program information and program cost information on NCB services

Method of Delivery: NCB will provide information in written material or available online through computer access in the resource room to their clients on program information and program cost information.

Where the services will be provided: NCB will provide information that will be available at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska through brochures and other marketing material accessible to the blind and visually impaired.

c. Providing information on the availability of supportive services

Method of Delivery: The Triage Navigator will verbally provide clients with information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. NCB will provide information to blind and visually impaired clients on support services at NCB and in the community accessible to the blind and visually impaired. This information includes a wide spectrum of services including employment services, career counseling, and independent living skills training. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and provide the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: Information will be available at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska accessible to the blind and visually impaired.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: NCB's costs of providing the above referenced services through the American Job Center, including without limitation all of its marketing

material, personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB. and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: NCB shall perform their core services under this Agreement as an independent contractor. NCB has sole and exclusive charge and control of the manner and means of performance. NCB, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that NCB is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: NCB, as a party to this agreement, agrees to

participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: NCB, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83937 and said E.O. 83937 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing NCB does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind NCB to this agreement.

IN WITNESS WHEREOF, NCB and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 14th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Dr. Pearl Van Zandt, Exec. Director
Nebraska Commission for the Blind
and Visually Impaired

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partners, **Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veterans Outreach Program, Veterans Employment Program, Trade Adjustment Assistance Program, and Unemployment Insurance** which hereinafter may be referred to respectively as **ES, DVOP, VE, TAA and UI** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and ES, DVOP, VE, TAA and UI to delineate their respective cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partners, (ES, DVOP, VE, TAA and UI), as separately funded entities, agree that each shall contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

2. The one stop partners, (ES, DVOP, VE, TAA and UI), as separately funded entities, are coordinated under the Nebraska Department of Labor. The Nebraska Department of Labor, on behalf of the one stop partners above, agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. NDOL 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center

complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The Nebraska Department of Labor, on behalf of (ES, DVOP, VE, TAA and UI) agrees to contribute sixty one percent (61%) of the annual cost which equals $17,591.98 to be billed quarterly by the City of Lincoln in the amount of $4,398.00 to the Nebraska Department of Labor. Said quarterly amount shall be paid by NDOL within 30 days of receipt of the quarterly billing.

B. Other partners 2014. The one stop partner City of Lincoln/Title I WIA/HUD partner has agreed to contribute twenty nine percent (29%) of the cost or $8,363.40 for Year 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. NDOL agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

3. Responsibility for Funds: Each One Stop Partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its' or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

4. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

6. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 22, 2011 pursuant to E.O. 83982 and said E.O. 83982 is rescinded upon execution of this Agreement.

7. Capacity: The undersigned person representing ES, DVOP , VE, TAA and UI does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind ES, DVOP, VE, TAA and UI to this Agreement.

IN WITNESS WHEREOF, ES, DVOP, VE, TAA and UI and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 12th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Investment Board

Catherine D. Lang, Commissioner of Labor
Employment Services, Disabled Workforce
Veterans Outreach Program, Veterans
Employment, TAA, and Unemployment
Insurance

Reviewed and Approved:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

Approved by:

John H. Albin
Agency Legal Counsel

Debbie Kay Ward, Controller

Joan Modrell, E&T Director

Ron Joyce, UI Benefits
Administrator

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veterans Outreach Program, Veterans Employment Program, Trade Adjustment Assistance Programs and Unemployment Insurance Program** which hereinafter may be respectively referred to as **ES, DVOP, VE, TAA and UI** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and ES, DVOP, VE, TAA and UI to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner UI agrees to contribute to the delivery of the core service listed under subparagraph a.

The one stop partner, ES, DVOP, VE, and TAA each agree to contribute to the delivery of the following core services in the local one stop system as designated in subparagraphs a-g.

a. Determine whether individuals are eligible to receive assistance under the respective programs of Wagner-Peyser, Disabled Veterans, Veterans Employment, TAA and UI. For UI, UI agrees to also provide information for filing claims for unemployment compensation. 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 service provider.

b. Outreach and Orientation to the services available at the American Job Center.

c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.

d. Provide job search and placement assistance, customer testing and, where appropriate, career counseling.

e. Provide employment statistics information and labor information relating to local, regional and national labor market areas including job vacancy listings, job skills necessary to obtain the listed jobs, and information related to local occupations in demand and the earnings and skill requirements for such occupations.

f. Providing information on the availability of supportive services.

g. Employer services including writing and posting job orders, matching qualified job seekers to job openings and providing interviewing space is a core service only of Employment Services/Wagner Peyser.

2. Delivery of Core Services

<u>UI</u>: The core services listed above in subparagraph a for UI shall be delivered by the one stop partner, UI, in the following manner:

Service: a. Determine whether individuals are eligible to receive Unemployment Compensation assistance and provide information for filing claims for unemployment compensation.

Method of delivery: Actual application for UI can be made via a telephone call or on-line from a computer at the American Job Center location, 1111 O Street, Suite 205, Lincoln, Nebraska. UI will provide a telephone and 2 computers at the American Job Center designated for the particular use of filing for UI/TAA. UI has a sublease with the City of Lincoln to rent office space. One UI staffperson is available to assist in the process of filing on-line UI claims. The use of the telephone is limited to UI/TAA activity only. UI will also provide written information explaining rights and responsibilities of the unemployed worker as well as the eligibility requirements for UI. During periods of high unemployment traffic the LWIB reserves the right to request on site UI staff be made available to assist in the process of filing on-line UI claims.

Where the service will be provided: Telephone and two computers and written information will be provided by UI at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: The Triage Navigator and American Job Center staff will direct UI applicants to the designated UI telephone at the American Job Center and to the computers in the resource room for UI application and will provide booklet guides or written information to UI claimants as provided by UI.

Service: a. 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 service provider.

Method of Delivery: If, during the telephone application interview, UI determines that an unemployed person described above must register for work, UI will communicate that

requirement to said person.

Where the service will be provided: From the telephone provided at the American Job Center.

The core services listed above in subparagraphs a-g shall be delivered by the one stop partners Employment Services/Wagner-Peyser, DVOP, VE and TAA in the following manner:

<u>ES, DVOP, VE and TAA</u>: The core services listed above in subparagraph a-g for ES, DVOP, VE and TAA shall be delivered by the One Stop Partners in the following manner:

Service: a. Determine whether individuals are eligible to receive assistance under ES, DVOP, VE and TAA.

Method of delivery:

a. For ES: The Triage Navigator will direct individuals seeking assistance under these programs to the computers in the resource room which will allow them computer access to register with NEworks. NEworks, by computer application, will allow a person who is registered to access services under the ES program. If staff assisted services are requested the person will be referred to ES staff in Suite 222.
b. For DVOP and VE initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to the DVOP/VE staff in Suite 222 for eligibility determination and requested services.
c. For TAA clients, initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to TAA authorized staff as appropriate located at the American Job Center.

Where the service will be provided: ES, DVOP, VE and TAA services will be made available by computers at the American Job Center, 1111 O Street, Suite 205 or Suite 222 as appropriate, Lincoln, Nebraska.

Method of referral: For the ES program, the Triage Navigator at the American Job Center in Suite 205 will direct individuals seeking assistance under ES to NEworks for electronic self services to computers available for access in the resource room. For the DVOP, VE and TAA programs, the Triage Navigator will interview the customer and make the initial eligibility referral to appropriate staff either in Suite 205 or Suite 222 for determination as to whether the customer is eligible for assistance under DVOP, VE or TAA.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: ES, DVOP, VE and TAA will provide information through NEworks or materials provided by said one stop partners regarding employment services, disabled veterans, veterans employment and Trade Adjustment Assistance Programs to be dispersed to all partners, including partners located at the American Job Center and to eligible clients where appropriate. ES, DVOP, VE and TAA will provide information describing the one stop system and the partner programs and agree to distribute customer surveys as directed by the LWIB.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.

Method of Delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln/One Stop Operator and other resource room staff will direct the clients to the computer for their use.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from ES staff are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job market explorer.

Service: d. Provide job search and placement assistance and, where appropriate, career counseling.

Method of Delivery: The Triage Navigator will direct clients to self service job search opportunities, placement assistance and career counseling located in the resource room through access to computers.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: e. Provide employment statistics information and labor information relating to local, regional and national labor market areas, including job vacancy listings, job skills necessary to obtain the listed jobs, and information related to local occupations in demand and the earnings and skill requirements for such

occupations.

Method of Delivery: The Triage Navigator will direct clients to computers in the resource room that will have the above information available for electronic access. If the client is seeking interpretation of the information a referral will be made to NDOL in Suite 222.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: f. Providing information on the availability of supportive services.

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: g. Providing employer services including writing and posting job orders, matching qualified job seekers to job openings and providing interviewing space.

Method of Delivery: ES staff will provide employer services to employers in the Greater Lincoln service delivery area and in the American Job Center, Suite 205 and Suite 222, 1111 O Street, Lincoln, Nebraska.

Where the service will be provided: Suites 222 and 205, American Job Center, 1111 O Street, Lincoln, Nebraska and on-site with employers.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: ES, DVOP, VE, TAA and UI costs of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. **Term**: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

7. **Termination**: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless**: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. **Independent Contractor**: ES, DVOP, VE, TAA and UI shall perform their core services under this Agreement as an independent contractor. ES, DVOP,VE, TAA and UI have sole and exclusive charge and control of the manner and means of performance. ES, DVOP, VE, TAA and UI with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that ES, DVOP, VE, TAA and UI are not employees of the Greater Lincoln Workforce Investment Board or the City of Lincoln and are not entitled to any City employee benefits.

10. **One Stop Management Council**: ES, DVOP, VE, TAA and UI as parties to this agreement, agree to participate in the operation of the American Job Center Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. **One Stop Center Management**: ES, DVOP, VE, TAA and UI, as parties to this agreement, agree to comply with the policies, procedures, and directives of the American Job Center Management Council insofar as they don't violate state and federal regulations applicable to ES, DVOP, VE, TAA and UI programs or Nebraska Department of Labor policies.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on April 22, 2011 pursuant to E.O. 83982 and said E.O. 83982 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing ES, DVOP, VE, TAA and UI hereby agrees and represents that he or she is legally capable to sign this agreement and to lawfully bind ES, DVOP, VE, TAA and UI to this agreement.

IN WITNESS WHEREOF, Employment Services, DVOP, VE, TAA and UI under the Nebraska Department of Labor and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 12th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Investment Board

Nebraska Department of Labor
Employment Services, Disabled Workforce
Veterans Outreach Program,
Veterans Employment, TAA and
Unemployment Insurance

Catherine D. Lang,
Commissioner of Labor

Reviewed and Approved:

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

Approved by:

John H. Albin
Agency Legal Counsel

Debbie Kay Ward, Controller

Joan Modrell, E&T Director

Ron Joyce, UI Benefits Administrator

WORKFORCE INVESTMENT ACT
MEMORANDUM OF UNDERSTANDING AGREEMENT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND

GREATER LINCOLN WORKFORCE INVESTMENT BOARD and CITY OF LINCOLN

This Memorandum of Understanding agreement (hereinafter "MOU") is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and the Greater Lincoln Workforce Investment Board (hereinafter "LWIB") with the agreement of the Mayor of the City of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area and the City of Lincoln (hereinafter "City").

PURPOSE. The purpose of this MOU is to provide for a cost allocation/resource sharing agreement and scope of core services agreement between the one stop partner, Nebraska Department of Health and Human Services, Division of Children and Family Services and the Greater Lincoln Workforce Investment Board (LWIB) for DHHS's participation at Greater Lincoln's American Job Center pursuant to the Workforce Investment Act.

I. TERM AND TERMINATION

A. TERM. This MOU is in effect from January 1, 2014 until December 31, 2014.

B. TERMINATION. This MOU may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Ninety (90) days prior to the effective date of termination. Either party may also terminate this MOU in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this MOU, the Greater Lincoln Workforce Investment Board and City of Lincoln as appropriate shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this MOU immediately.

II. CONSIDERATION

A. TOTAL PAYMENT. DHHS shall pay the City of Lincoln a total amount not to exceed $610.50 (Six Hundred Ten dollars and fifty cents) for the services specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows: DHHS shall pay the City of Lincoln three hundred sixty dollars and fifty cents ($360.50) a year for

services provided by the Triage Navigator. The amount will be invoiced and paid on a quarterly basis in the amount of ninety dollars and thirteen cents ($90.13) by the City of Lincoln to DHHS. Additionally, DHHS shall pay the City of Lincoln a charge not to exceed two hundred and fifty dollars ($250.00) a year for miscellaneous office expenses to include but not limited to materials, postage, copying or as approved by DHHS for Greater Lincoln Workforce Investment Board Operations costs and expenses. The actual, reasonable and allowable billing for the Board operation expenditures will be invoiced by the City of Lincoln and paid by DHHS on a semi-annual basis for January 1st, 2014 through June 30, 2014 and from July 1, 2014 through December 31, 2014.

C. PROMPT PAYMENT.
   1. Payment shall be made in compliance with the Nebraska Prompt Payment Act, NEB. REV. STAT. §81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.
   2. For purposes of determining whether payment was made in accordance with this section, payment by DHHS shall be considered to be made on the date the warrant or check for such payment was mailed or payment was otherwise transmitted.
   3. Bill shall mean a proper billing, invoice, report or other written document which requests a payment and which is supplemented by all necessary verification and forms required to process payments pursuant to this contract and agency regulations.

D. Automated Clearing House (ACH) Enrollment Form Requirements for Payment.
   The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form:
   http://www.das.state.ne.us/accounting/nis/address_book_info.htm

III. SCOPE OF SERVICES

A. DHHS, the One Stop Partner agrees to contribute to the delivery of the following core services in the local one stop system and American Job Center as follows:

   1. DHHS will provide information online through computer access in the resource room or through marketing materials, brochures and information regarding DHHS services to be dispersed to all partners, tenants of the Greater Lincoln American Job Center and eligible youth where appropriate and will be listed on any printed materials regarding services available at the Greater Lincoln American Job Center.
   2. DHHS will provide information and orientation describing the one stop system and partner programs.

3. DHHS will distribute customer surveys as requested by LWIB.
4. DHHS will provide information relating to the availability of supportive services for the local area, and referral to such services, as appropriate.

B. The City of Lincoln, through the provision of a Triage Navigator for the Greater Lincoln American Job Center, agrees to provide:
   1. Outreach and orientation and provision of information to DHHS customers by welcoming customers as the first face of the American Job Center,
   2. Orientation to the American Job Center, helping clients determine the purpose of the visit, referring clients to partner agencies, providing customer support in the resource room for program registration, providing technical assistance on computer usage, managing wait time for customers, logging services into NEworks and tracking customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.
   3. Information on supportive services in the local area as provided by the One Stop Partners and a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis. NE works will be used for referrals to the extent of its capability along with partner to partner communication by email, phone, personal contact and in writing.

IV. GENERAL PROVISIONS

A. <u>ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES</u>.
   1. All Greater Lincoln Workforce Investment Board and City of Lincoln One Stop Operator books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this MOU shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. The LWIB and the City shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.

   2. The LWIB and the City shall provide DHHS any and all written communications received by the LWIB or the City from an auditor related to their internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing

Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The LWIB and the City agree to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the LWIB or City, in which case the City agrees to verify that DHHS has received a copy.

3. The LWIB and the City shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the LWIB and the City shall be liable for audit exceptions, and shall return to DHHS all payments made under this MOU for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

5. The above provisions shall survive termination of the contract.

B. AMENDMENT. This MOU may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the parties.

C. ANTI-DISCRIMINATION. All parties shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of the MOU. . The parties shall insert this provision in all subcontracts.

D. ASSIGNMENT. The parties shall not assign or transfer any interest, rights, or duties under this MOU to any person, firm, or corporation without prior written consent of the other party. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this MOU.

E. ASSURANCE. If either party, in good faith, has reason to believe that the other party does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this MOU, either party may demand in writing that the other party give a written assurance of intent to perform. Failure by the other party to provide written assurance within the number of days specified in the demand may, be the basis for terminating this MOU. .

F. BREACH OF MOU. . Either party may terminate the MOU , in whole or in part, for the other party's failure to perform its obligations under the MOU in a timely and proper manner. Either party may, by providing a written notice of default to the other

party , allow the other party to cure a failure or breach of the MOU within a period of thirty (30) days or longer at their 's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the breaching party time to cure a failure or breach of the MOU does not waive the party's right to immediately terminate the MOU for the same or different contract breach which may occur at a different time. A party may, at its discretion, contract for any services required to complete this MOU and hold the other party liable for any excess cost caused by the party's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

H. CONFLICTS OF INTEREST. In the performance of this contract, the parties shall avoid all conflicts of interest and all appearances of conflicts of interest. The parties shall immediately notify the other parties of any such instances encountered so that other arrangements can be made to complete the work.

I. DATA OWNERSHIP AND COPYRIGHT. All data collected from DHHS as a result of this project shall be the property of DHHS. The City and LWIB shall not copyright any of the copyrightable material produced in conjunction with the performance required under this MOU without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this MOU. .

J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The parties certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this MOU to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the parties in discharging its obligations under this MOU shall be deemed incorporated by reference and made a part of this MOU with the same force and effect as if set forth in full text, herein.

L. DRUG-FREE WORKPLACE. The City and DHHS certify that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The City shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this MOU which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this MOU. .

N. FUNDING AVAILABILITY. Either party may terminate the MOU, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, either party may terminate the MOU with respect to those payments for the fiscal years or any part thereof for which such funds are not appropriated. The terminating party will give written notice to the other party thirty (30) days prior to the effective date of any termination. The City shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the City be paid for a loss of anticipated profit.

O. GOVERNING LAW. The MOU shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this MOU shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The parties shall comply with all Nebraska statutory and regulatory law and Workforce Investment laws, rules and regulations as applicable

P. HOLD HARMLESS.

1. The City shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the City or LWIB its employees, subcontractors, consultants, representatives, and agents, except to the extent such City or LWIB liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the

action of its Contractors. The City's and LWIB liability is limited to the extent provided by the Political Subdivisions Tort Claims act and any other applicable provisions of law.

3. The above provisions shall survive termination of the contract.

Q. INDEPENDENT CONTRACTOR. The City and LWIB nor any of its employees shall for any purpose be deemed employees of DHHS. The City and LWIB shall employ and direct such personnel as it requires to perform its obligations under this MOU , exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

R. INVOICES. Invoices for payments submitted by the City shall contain sufficient detail to support payment. Any terms and conditions included in the City's invoice shall be deemed to be solely for the convenience of the parties.

S. INTEGRATION. This written MOU represents the entire agreement on costs and resource allocation between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. City and LWIB acknowledge that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars ($600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:
http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

U. NEBRASKA TECHNOLOGY ACCESS STANDARDS.
The City and LWIB shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/ and ensure that products and/or services provided under the MOU comply with the applicable standards. In the event such standards change during the term of this MOU, the State may create an amendment

to the MOU to request that the MOU comply with the changed standard at a cost mutually acceptable to the parties.

V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The City and DHHS shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the City or DHHS is an individual or sole proprietorship, the following applies:

1. The City or DHHS must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the City or DHHS indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The City and DHHS understand and agree that lawful presence in the United States is required and either party may be disqualified or the MOU terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PUBLIC COUNSEL. In the event City provides health and human services to individuals on behalf of DHHS under the terms of this MOU, City shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this MOU. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

X. RESEARCH. The City and LWIB shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this MOU. This provision shall survive termination of the MOU.

Y. SEVERABILITY. If any term or condition of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular provision held to be invalid.

Z. SUBCONTRACTORS. The parties shall not subcontract any portion of this MOU without prior written consent of all other parties. The parties shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

AA. TIME IS OF THE ESSENCE. Time is of the essence in this MOU. The acceptance of late performance with or without objection or reservation by either party shall not waive any rights of any party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

Jill Schreck
Deputy Director, Economic Assistance
PO Box 95026
Lincoln, NE 68509
402-471-9243

FOR City of Lincoln and Greater Lincoln Workforce Investment Board:

Dave Landis
Director of Urban Development
555 S. 10th Street, Suite 205
Lincoln, NE 68508
402-441-7126

IN WITNESS THEREOF, the parties have duly executed this MOU hereto, and each party acknowledges the receipt of a duly executed copy of this MOU with original signatures.

FOR DHHS:

Jill Schreck
Deputy Director, Economic Assistance
Department of Health and Human Services

Division of Children and Family Services

DATE: May 5, 2014

FOR CITY OF LINCOLN and GREATER LINCOLN WORKFORCE INVESTMENT BOARD:

Chris Beutler
Mayor, City of Lincoln
Chief Elected Official for Greater Lincoln
Workforce Investment Board

DATE: May 12, 2014

Approved By:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner representing Migrant & Seasonal Farmworkers, **Proteus, Inc**. hereinafter referred to as Proteus for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Proteus to define Proteus' cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Proteus, agrees to contribute direct partner costs for rent in the following manner:

RENT: Proteus will not be co-locating in the American Job Center and, thus will not incur partner costs for physical co-location

2. The one stop partner, Proteus, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Proteus shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. **Proteus agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of $360.50 for Year 2014.** The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute $17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute $8,363.40 for Year 2014.

Proteus is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of $360.50 for Year 2014. It is agreed between the parties that the $360.50 will be billed quarterly in the amount of $90.13 by the City of Lincoln to Proteus and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Proteus agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable

cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. **Responsibility for Funds**: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. **Term**: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. **Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment A executed on December 15, 2011 pursuant to E.O. 84633 and said E.O. 84633 is rescinded upon execution of this Agreement.

8. **Capacity**: the undersigned person representing Proteus does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Proteus to this Agreement.

IN WITNESS WHEREOF, Proteus, Inc. and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 2nd day of April, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Jesus Soto, CEO, Proteus, Inc.

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as **LWIB** and the One Stop Partner representing Migrant & Seasonal Farmworkers, Proteus, Inc. hereinafter referred to as **Proteus,** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Proteus to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Proteus, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Determine eligibility for Proteus programs

b. Outreach and Orientation to the services available at the American Job Center.

c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.

d. Provision of information relating to the availability of supportive services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Proteus, in the following manner:

Service: a. Determine eligibility for Migrant and Seasonal Farmworker Program

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to Proteus with a phone number or the client will be provided with the address of Proteus.

Where the service will be provided: Initial determinations of referral for eligibility will be provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for the Proteus program will be referred by the Triage Navigator to Proteus.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: Proteus will provide information online through computer access in the resource room or marketing materials and information regarding services to be dispersed to all partners, tenants of the American Job Center and eligible customers where appropriate and will participate and be listed on any materials regarding American Job Center services. Proteus will provide information describing the one stop system and the partner programs. Proteus will agree to distribute customer surveys as directed by the LWIB Board.

Orientation:
The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective Proteus customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of Delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln and other resource room staff will direct the clients to the computer for their use.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from Proteus staff are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job explorer.

Service: d. Provision of accurate information relating to the availability of supportive services

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the

referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska .

3. **Method of Referral**: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. **Funding Source/Costs**: The Proteus costs of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. **Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. **Term**: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. **Termination**: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless**: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Proteus shall perform their core services under this Agreement as an independent contractor. Proteus has sole and exclusive charge and control of the manner and means of performance. Proteus with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Proteus is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: Proteus, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.

11. One Stop Center Management: Proteus, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on December 15, 2011 pursuant to E.O. 84633 and said E.O. 84633 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Proteus does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Proteus to this agreement.

IN WITNESS WHEREOF, Proteus and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 2nd day of April, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Jesus Soto, CEO, Proteus, Inc.

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Southeast Community College**, which hereinafter may be referred to as SCC, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Southeast Community College to define SCC's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, SCC, does not incur direct partner costs for rent.

2. The one stop partner, SCC, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. **SCC agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of $360.50 for Year 2014 pursuant to the Perkins Act post-secondary vocational education program (Perkins Act) and in the amount of $360.50 for Year 2014 pursuant to the Adult Education program (Adult Education).** The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln,

Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute $17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute $8,363.40 for Year 2014.

SCC is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of $360.50 for Year 2014 for the Perkins Act program and $360.50 for Year 2014 for the Adult Education program. It is agreed between the parties that each SCC program will be billed quarterly and separately for each program in the amount of $90.13 by the City of Lincoln to SCC and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. SCC agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB

that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on December 15, 2011 pursuant to E.O. 84633 and said E.O. 84633 is rescinded upon execution of this Agreement.

8. Capacity: the undersigned person representing SCC does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind SCC to this Agreement.

IN WITNESS WHEREOF, SCC and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 24th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Southeast Community College
Dr. Jack Huck, President

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Southeast Community College**, which hereinafter may be referred to as SCC, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Southeast Community College to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Southeast Community College, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Outreach and Orientation to the classes and services available at SCC and at the American Job Center.

b. Providing information and referral on supportive services.

c. Provision of program performance information and program cost information on adult education activities, post-secondary vocational education activities and vocational activities available to school dropouts under the Perkins Act.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Southeast Community College, in the following manner:

Service: a. Outreach and Orientation to the classes and services available at SCC and at the American Job Center.

Method of Delivery:

Informational Outreach: SCC will make information available online through the computers in the resource room or make printed marketing materials, brochures and information regarding SCC classes and services available to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will participate and be listed on any materials regarding American Job Center Services. SCC will provide information describing the one stop system and the partner programs. SCC

agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above clients regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: b. Providing information and referral on supportive services.

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. This information includes a wide spectrum of services including child care, transportation, and adult basic education and literacy services. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Provision of program performance information and program cost information on adult education activities, post-secondary vocational education activities and vocational activities available to school dropouts under the Perkins Act.

Method of Delivery: SCC will provide information on program performance and program cost through written, posted material, handout materials, and through website accessibility on the computers in the resource room.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: SCC costs of providing the above referenced services through the one stop center, including without limitation all of its informational material, personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: SCC shall perform their core services under this Agreement as an independent contractor. SCC has sole and exclusive charge and control of the manner and means of performance. SCC, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that SCC is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: SCC, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: SCC, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83935 and said E.O. 83935 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing SCC does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind SCC to this agreement.

IN WITNESS WHEREOF, SECC and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 24th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Dr. Jack Huck, President
Southeast Community College

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the Memorandum of Understanding (MOU), is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partners, **Urban Development Adult, Youth and Dislocated Worker Program and HUD**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas this attachment represents an agreement between the LWIB and Urban Development Adult, Youth and Dislocated Worker and HUD programs to delineate the Urban Development Adult, Youth and Dislocated Worker and HUD program's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. **The one stop partner, Urban Development Adult, Youth and Dislocated Worker and HUD programs, agrees to pay for direct partner costs for rent in the following manner**:

Urban Development Adult, Youth and Dislocated Worker and HUD program has collocated staff to the One Stop Career Center now branded as the American Job Center. The specific costs and terms for rent are represented in a separate lease agreement between the City of Lincoln and Southeast Community College.

2. **The one stop partner, Urban Development Adult, Youth and Dislocated Worker and HUD programs, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Urban Development Adult, Youth and Dislocated Worker and HUD programs shall make funds available for the following items:**

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

Triage Navigator: The City of Lincoln, on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs, agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28, 839.31. The one stop partner City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute twenty nine percent (29%) of the cost or $8,363.40 for Year 2014.

B. Other partners 2014. The Nebraska Department of Labor, on behalf of (ES, DVOP, VE, TAA and UI) agrees to contribute sixty one percent (61%) of the annual cost which equals $17,591.98 to be billed quarterly by the City of Lincoln in the amount of $4,398.00 to the Nebraska Department of Labor. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. NDOL agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

3. **Responsibility for Funds**: Each One Stop Partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers`, employees`, or agents` actions or omissions under or relating to this Agreement.

4. **Term**: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

5. **Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected.

6. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment A pursuant to E.O. 83940 and E.O. 83942 and are rescinded upon execution of this Agreement.

7. **Capacity**: The undersigned person representing City of Lincoln Urban Development Adult, Youth and Dislocated Workers and HUD programs does hereby agree and represent that he is legally capable to sign this Agreement.

IN WITNESS WHEREOF, Urban Development Adult, Youth and Dislocated Worker and HUD programs and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Memorandum of Understanding, Attachment A, as of the 11th day of March, 2014.

Mayor Chris Beutler
City of Lincoln and CEO of Greater Lincoln
Workforce Investment Board

David Landis, Director
Urban Development

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the Memorandum of Understanding (MOU) is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Urban Development Adult, Youth and Dislocated Worker programs**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Urban Development Adult, Youth and Dislocated Worker programs to establish the delivery of services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Urban Development Adult, Youth and Dislocated Worker program agrees to contribute to the delivery of the following core services to adults and dislocated workers, and all services to youth in the local one stop system:

a. Determine eligibility for WIA Adult, Youth and Dislocated Worker programs
b.Outreach and Orientation to the services available at the American Job Center

c. Initial assessment of skill levels, aptitudes, abilities, and supportive needs

d. Job search and placement assistance, and where appropriate, career counseling

e. Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including i) job vacancy listings in such labor market areas, ii) information on the job skills necessary to obtain the listed jobs, iii) information relating to local occupations in demand and the earnings for such occupations.

f. Provision of program performance and cost information on (i) eligible providers of training services described in WIA section 122, (ii) eligible providers of youth activities described in WIA section 123, (iii) providers of adult education described in WIA Title II, (iv) providers of post-secondary vocational education activities and vocational education available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act, and (v) providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973.

g. Provision of information on how the local area is performing on the local area performance measures and any additional information with respect to the one stop delivery system in the local area.

h. Provision of accurate information relating to the availability of supportive services available in the local area, and referral to such services, as appropriate.

i. Provision of information regarding filing claims for unemployment insurance.

j. Assistance in establishing eligibility for programs of financial aid for training and education programs that are not funded under this Act and are available in the local area.

k. Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under sub-title B of Title I of WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Urban Development Adult, Youth and Dislocated Worker programs, in the following manner.

Service a: Determine eligibility for WIA Adult, Youth and Dislocated Worker programs.

Method of delivery: Urban Development staff will locate at the American Job Center and will interview applicants and make eligibility determinations for the Adult, Youth and Dislocated Worker programs. Interviews will be available on a walk-in basis, or by appointment.

Method of referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service b: Outreach and Orientation to the services available through the one stop system.

Method of delivery:
Informational Outreach: Urban Development will provide marketing materials, brochures, and information regarding Adult, Youth and Dislocated Worker services to be

dispersed to all partners, tenants of the American Job Center, and to all applicants as appropriate. Urban Development will also be listed on any printed materials regarding services available at the American Job Center. Adult, Youth and Dislocated Worker Program agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Urban Development staff will be available to provide Orientation to Adult, Youth and Dislocated Worker applicants regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service c: Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.

Method of delivery: Urban Development staff will conduct initial assessments of customers at the American Job Center. Various formats will be used to obtain this information.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service d: Job search and placement assistance, and where appropriate, career counseling.

Method of Delivery: Urban Development staff will provide job search and placement assistance and, where appropriate, career counseling to eligible Adult, Youth and Dislocated Workers. This service will be coordinated with the Employment Service partner to eliminate duplication of services.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service e: Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

(i) job vacancy listings in such labor market areas,
(ii) information on the job skills necessary to obtain the listed jobs,
(iii) information relating to local occupations in demand and the earnings for such occupations.

Method of Delivery: Employment statistics information will be provided through electronic media such as NEworks. Customers will have access to Internet based job

banks, career guidance information, and information relating to demand occupations and wages. This information will be available from staff and in the resource room.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service f: Provision of program performance and cost information on;

(i) eligible providers of training services described in WIA section 122

(ii) eligible providers of youth activities described in WIA section 123

(iii) providers of adult education described in WIA Title I

(iv) providers of post-secondary vocational educational activities and vocational education available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Act

(v) providers of vocational rehabilitation programs activities described in Title I of the Rehabilitation Act of 1973

Method of Delivery: Provision of program performance and cost information will be a shared service between Urban Development, Southeast Community College, and Vocational Rehabilitation. Each partner will make available quarterly and/or annual reports to provide this information.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service g: Provision of information on how the local area is performing on the local performance measures and any additional information with respect to the one stop delivery system in the local area.

Method of Delivery: Urban Development staff will provide updates of the WIA performance standards as such information is made available by the Nebraska Department of Labor.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service h: Provision of accurate information relating to the availability of supportive services available in the local area, and referral to such services as appropriate.

Method of Delivery: Urban Development staff will use a variety of resources to provide accurate information and referral for supportive services including phone books, community resource guides, agency web sites and NEworks. Staff will provide this information as appropriate.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service i: Provision of information regarding filing claims for unemployment insurance for adult workers.

Method of Delivery: Urban Development staff will provide information to customers relating to filing claims for unemployment insurance.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service j: Assistance in establishing eligibility for programs of financial aid for training and education programs that are not funded under this act and are available in the local area.

Method of delivery: Urban Development staff will provide eligibility information and referral to programs as appropriate to customers. Staff will also provide the student Financial Aid Form to customers to assist them in determining eligibility for financial aid for programs not funded under WIA that are available in the local area.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service k: Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under sub-title B of Title I of WIA who are placed in unsubsidized employment for not less than 12 months after the first day of employment, as appropriate.

Method of Delivery: Urban Development staff will conduct follow-up on a quarterly basis. Follow-up will be conducted by phone, mail, e-mail, and in person as appropriate.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. **Method of Referral:** NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

Access to Intensive Services: Intensive services for Adults and Dislocated Workers will be available at the American Job Center. Urban Development staff will provide these services to eligible customers. Intensive services include, but are not limited to the following:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers---which may include (I) diagnostic testing and use of other assessment tools; and (II) in-depth interviewing and evaluation to identify the employment barriers and appropriate goals.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.
- Group counseling
- Individual counseling and career planning
- Case management for participants seeking training services
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Access to Training Services: Access to training services for adults and dislocated workers will be available at the American Job Center. Urban Development staff will provide this access to eligible customers. Training services include but are not limited to the following:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training
- Programs that combine workplace training with related instruction, which may include cooperative education programs; training programs operated by the private sector;
- Skill upgrading or retraining;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy activities provided in combination with services described above; and
- Customized training

4. **Funding Source/Costs:** The Urban Development Adult, Youth and Dislocated Worker programs cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

6. **Term:** This Agreement shall be in effect for the period beginning January 1, 2014 through September 30, 2017.

7. **Termination:** Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless**: Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.

9. **Independent Contractor:** Urban Development Adult, Youth and Dislocated Worker programs shall perform their core services under this Agreement as an independent contractor. Urban Development Adult, Youth and Dislocated Worker programs have sole and exclusive charge and control of the manner and means of performance. Urban Development Adult, Youth and Dislocated Worker programs, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Urban Development Adult, Youth and Dislocated Worker programs are not employees of the Greater Lincoln Workforce Investment Board.

10. **One Stop Management Council**: Urban Development Adult, Youth and Dislocated Worker programs, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. **One Stop Management:** Urban Development Adult, Youth and Dislocated Worker programs, as a party to this Agreement, agrees to comply with the policies,

procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B pursuant to E.O. 83940 and E.O. 83942 and are rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Urban Development Adult, Youth and Dislocated Worker programs does hereby agree and represent that he or she is legally capable to sign this Agreement.

IN WITNESS WHEREFORE, Urban Development Adult, Youth and Dislocated Worker programs and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Memorandum of Understanding, Attachment B, as of the 14th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

David Landis, Director
City of Lincoln, Urban Development

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Housing and Urban Development/Community Development Block Grant(CDBG)** programs, hereinafter referred to as Urban Development, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Urban Development programs to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Urban Development agrees to contribute to the delivery of the following core services in the local one stop system:

a. Provide orientation on CDBG funded employment and training programs to American Job Center staff.
b. Conduct intake to determine if an individual is eligible for CDBG funded employment and training programs.

2. Delivery of Core Services

The delivery of core services listed above shall be delivered by Urban Development in the following manner. Core services will be available on a walk-in basis or by appointment.

Service a: Provide orientation on CDBG funded programs to staff of the American Job Center.

Method of delivery: Urban Development will provide staff or cross train staff at the American Job Center to provide orientation.

Where the service will be provided: At American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service b: Conduct intake to determine if an individual is eligible for CDBG funded assistance.

Method of delivery: Urban Development staff will conduct intakes to determine eligibility.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska, and at business locations as appropriate.

3. **Method of Referral**: NE works will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. **Funding Source/Costs:** The Urban Development programs cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

6. **Term:** This Agreement shall be in effect for the period beginning January 1, 2014 through September 30, 2017.

7. **Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless:** Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses

and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Urban Development as a City agency is self-insured.

9. **Independent Contractor:** Urban Development shall perform their core services under this Agreement as an independent contractor. Urban Development programs have sole and exclusive charge and control of the manner and means of performance. Urban Development programs, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Urban Development is not an employee of the Greater Lincoln Workforce Investment Board.

10. **One Stop Management Council:** Urban Development, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. **One Stop Center Management:** Urban Development, as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. **Existing Attachment Rescinded and Replaced**. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83942 and said E.O. 83942 is rescinded upon execution of this Agreement.

13. **Capacity**: The undersigned person representing Urban Development does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Urban Development to this Agreement.

IN WITNESS WHEREFORE, Urban Development and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 11th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

David Landis, Director
Urban Development

Approved by:

Carol Swigart, Chairperson, Greater Lincoln Workforce Investment Board

ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Vocational Rehabilitation,** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Vocational Rehabilitation to define Vocational Rehabilitation's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Vocational Rehabilitation, agrees to contribute direct partner costs for rent in the following manner:

Vocational Rehabilitation will be co-located at the American Job Center. The specific costs and terms for rent are represented in a separate sublease agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

2. The one stop partner, Vocational Rehabilitation, agrees to contribute, along with all WIA partners, an equal share of the following costs:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet. Vocational Rehabilitation agrees to pay the billing within 30 days receipt from the invoice.

3. Vocational Rehabilitation contributes in kind services to the cost of a Triage Navigator Position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act. Vocational Rehabilitation contributes rent to the shared space at the American Job Center and provides in kind services and those services and costs are recognized for 2014 as their equitable contribution as indicated in subparagraph B.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%), and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker programs/HUD is twenty nine percent (29%) .

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is $28,839.31. The Nebraska Department of Labor, agrees to contribute $17,591.98 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker programs and HUD employment programs has agreed to contribute $8,363.40 for Year 2014.

B. Other partners 2014. The remaining ten percent (10%) of the cost or $2,883.93 shall be paid by eight one stop partners. The remaining partners who are co-located at the American Job Center complex, which includes Vocational Rehabilitation, contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining $2,883.93 which amounts to $360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Vocational Rehabilitation agrees to cooperate and convene with the LWIB, the City of Lincoln as the One Stop Operator and other One Stop partners in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83936 and said E.O. 83936 is rescinded upon execution of this Agreement.

8. Capacity: The undersigned person representing Vocational Rehabilitation does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Vocational Rehabilitation to this Agreement.

IN WITNESS WHEREOF Vocational Rehabilitation and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 14th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Mark Schultz, Director
Vocational Rehabilitation

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Vocational Rehabilitation,** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Vocational Rehabilitation to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Vocational Rehabilitation, agrees to contribute to the delivery of the following core services in the local one stop system:

a. Determine eligibility for Vocational Rehabilitation program.

b. Outreach and Orientation to the services available from Vocational Rehabilitation and at the American Job Center.

c. Provision of program performance information and program cost information on providers of vocational rehabilitation program activities under Title I of the Rehabilitation Act.

d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling.

2. Delivery of Core Services

The delivery of core services listed below shall be delivered by Vocational Rehabilitation in the following manner.

Service: a. Determine eligibility for Vocational Rehabilitation

Method of delivery: Vocational Rehabilitation Services will provide an itinerant staff person at the American Job Center to determine eligibility. When the staff person is not available initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to Vocational Rehabilitation with a phone number or the client will be provided with the main address of Vocational Rehabilitation.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of Referral: Applicants for the Vocational Rehabilitation program will be referred by the Triage Navigator.

Service: b. Outreach and Orientation to the services available at the American Job Center.

Method of Delivery:

Informational Outreach: VR will provide information available online through computer access in the resource room or provide marketing materials, brochures and information regarding VR services available to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will be listed on any printed materials regarding services available at the American Job Center. VR will provide information describing the one stop system and the partner programs. VR agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Vocational Rehabilitation staff, the Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective VR customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Provision of program performance information and program cost information on providers of vocational rehabilitation program activities under title I of the Rehabilitation Act.

Method of Delivery: Vocational Rehabilitation will provide information on program performance and program cost information in the form of brochures, information sheets, links to the agency web site that can be accessed on computers in the resource room, and the State Rehabilitation Counsel Annual Report.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling

Method of Delivery: Vocational Rehabilitation Services itinerant staff will be available to provide job search and placement assistance, and where appropriate, career counseling to enrollees of Vocational Rehabilitation services. When not available, the Triage Navigator will direct clients to self service job search opportunities, placement assistance and career counseling located in the

resource room through access to computers.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Costs: Vocational Rehabilitation's costs of providing the above referenced services through the One Stop Career Center, including without limitation all of its personnel, equipment, software and hardware, supply, and facilities shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Vocational Rehabilitation as a state agency is self insured.

9. Independent Contractor: Vocational Rehabilitation shall perform their core services under this Agreement. Vocational Rehabilitation has sole and exclusive charge and control of the manner and means of performance. Vocational Rehabilitation, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Vocational Rehabilitation is not an employee

of the Greater Lincoln Workforce Investment Board or the City of Lincoln.

10. One Stop Management Council: Vocational Rehabilitation, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: Vocational Rehabilitation, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83936 and said E.O. 83936 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Vocational Rehabilitation does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Vocational Rehabilitation to this agreement.

IN WITNESS WHEREOF, Vocational Rehabilitation and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 14th day of March, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board

Mark Schultz, Director
Vocational Rehabilitation

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board