Greater Lincoln Workforce Development Plan Modification
July 1, 2015 through June 30, 2016

The Workforce Innovation and Opportunity Act (WIOA) was passed into law in 2014 replacing the Workforce Investment Act (WIA). Greater Lincoln will operate under a modified local plan from July 1, 2015 until June 30, 2016. The modified local plan will serve as a transitional plan during the first program year of WIOA implementation.

This plan modification incorporates certain compliance elements of WIOA based on preliminary state policy issued by the Nebraska Department of Labor. This policy can be found at http://www.dol.nebraska.gov/answers/wioa

The elements of this plan modification include:

- A description of the Adult & Dislocated Worker transfer authority for funds; program eligibility; and training services including incumbent worker training
- A description of Youth program eligibility and out-of-school priority; program elements; program design and implementation; and volunteer opportunities
- Updated signature sheet; assurances; and affected policies and procedures

The first draft of this plan modification was posted to the City of Lincoln's website on April 28, 2015. Written comments about this plan modification should be directed to Jan Norlander-Jensen at jnjensen@lincoln.ne.gov

The completed plan modification is due to the Nebraska Department of Labor by May 29, 2015.

Use of Funds for Adult and Dislocated Worker Employment and Training Activities

Transfer Authority

Greater Lincoln adopts the option of transferring up to and including 100 percent of the funds allocated for adult employment and training activities and dislocated worker employment and training activities for a fiscal year between both programs. Greater Lincoln acknowledges that such transfer requires approval from the Governor and will adhere to the appropriate policies and procedures enacted by the Governor, the Nebraska Workforce Development Board, and the Nebraska Department of Labor.

This statement of transfer authority of up to 100 percent replaces the previous statement of transfer authority of up to fifty percent found on page 47 of the Greater Lincoln Workforce Investment Plan.

Program Eligibility

This plan modification is being updated to address the new categories of eligibility for adult and dislocated worker employment and training activities. Along with existing eligibility categories, the modification will include adult and dislocated workers who, after an interview, evaluation, or assessment and career planning have been determined by a one-stop operator or one-stop partner to be unlikely or unable to retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services as well as those who have been determined to be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment.

Training Services

WIOA provides additional options for adult and dislocated worker training services, and Greater Lincoln intends to evaluate for inclusion all training services not previously available, including:

1. incumbent worker training;

2. transitional jobs;

3. job readiness training provided in combination with occupational skills training, on-the-job training, incumbent worker training, programs that combine workplace training with related instruction, training programs operated by the private sector, skills upgrading and training, and transitional jobs;

4. adult education and literacy activities that include English language acquisition and integrated education and training programs, provided concurrently with occupational skills training, on-the-job training, incumbent worker training, programs that combine workplace training with related instruction, training programs operated by the private sector, skills upgrading and training, and transitional jobs.

5. customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

During the transitional year, Greater Lincoln will explore and evaluate the opportunities to provide these additional options and if appropriate, will submit a plan modification outlining local policy and procedures in accordance with Nebraska Department of Labor policy.

Incumbent Worker Training

During the transitional year, Greater Lincoln will explore and evaluate the opportunities to provide incumbent worker training through use of up to 20 percent of the funds allocated for Adult Employment and Training Activities and Dislocated Worker Training. Then if appropriate, Greater Lincoln will submit a plan modification outlining local policy and procedures, including local requirements on providers of incumbent worker training, in accordance with Nebraska Department of Labor policy.

Use of Funds for Youth Workforce Development Activities

Program Eligibility
This plan modification is being updated to address the WIOA definitions of in-school youth and out-of-school youth, including age ranges and what it means to require “additional assistance to complete an educational program or to secure and hold employment.”

Out-of-school Priority
Greater Lincoln will spend at least 75 percent of funds allotted for youth workforce development activities to provide youth workforce development activities for out-of-school youth.

This statement replaces the out-of-school youth expenditure requirement of 30 percent found on page 85 of the Greater Lincoln Workforce Investment Plan.

Program Elements
This plan modification is being updated to describe the type and availability of youth activities in Greater Lincoln and to identify successful providers of such activities, including activities for youth who are individuals with disabilities. This description will identify successful models of such youth workforce activities. Because WIOA provides additional requirements for existing program elements as well as introduces new ones, this modification will address Greater Lincoln's strategy for providing comprehensive services to eligible youth to include ocal program elements.

The original ten youth development program elements provided for under the Workforce Investment Act (WIA) remain in place under WIOA. Of the original ten, five elements have been changed to include additional requirements:

1. tutoring, study skills training, and evidence-based dropout prevention and recovery strategies, that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

2. alternative secondary school services, or dropout recovery services, as appropriate;

3. paid and unpaid work experiences that have as a component academic and occupational education, which may include summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and OJT training opportunities;

4. occupational skill training, which will include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations, if the local board determines the programs meet the criteria described in Sec. 123 [Eligible Providers of Youth Workforce Development Activities]; and

5. leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

Five new program elements have been added:

1. education offered concurrently with and in the same context as workforce preparation

activities and training for a specific occupation or occupational cluster;

2. financial literacy education;

3. entrepreneurial skills training;

4. services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and

5. activities that help youth prepare for and transition to postsecondary education and training.

The Greater Lincoln youth service provider is not required to provide all elements. Instead, the local program will provide access to all the required elements.

No less than 20 percent of funds allotted for youth programs will be used to provide in-school and out-of-school youth with paid and unpaid work experience activities.

Involvement in Youth Program Design and Implementation

Through representation on the Greater Lincoln Youth Council, parents, youth participants, and other members of the community with experience relating to youth programs are involved in both the design and implementation of local programs.

Youth Council members contributed ideas for the new and revised program elements described in the section above. This was accomplished at a Youth Council meeting on April 22, 2015. From time to time, youth participants are surveyed by the provider for ideas on outreach and recruitment and they may also serve as presenters at community activities.

Volunteer Opportunities

Greater Lincoln ensures that successful youth program participants have opportunities to volunteer to help other youth participants through mentoring, tutoring, and other activities.

Information provided on volunteer opportunities to successful youth program participants, in addition to volunteering for he Youth Employment and Support Services (YESS) program, may include referral or access to:

- Project Search
- Heartland Big Brothers Big Sisters
- Malone Center's mentoring programs
- Lincoln Public Schools Drop In programs
- Juvenile Justice mentoring programs, and
- Lincoln Parks & Recreation summer camp aides

Required Attachments to the Plan Modification

The following attachments are being updated as required by the Nebraska Department of Labor:

Attachment A – Assurances

Attachments B-E – Budget, Participant, and Exit Summary Attachments

Attachment F – Local Area Participant Appeals Procedure

Attachment G – CEO Agreement

Attachment H – CEO/WDB Agreement

Attachment I – Local Area Complaint & Grievance Procedure

Attachment J – Local Area Customized Training Policy and/or Procedure

Attachment K – Local Area Equal Opportunity Policy Statement

Attachment L – Local Area Individual Training Account

Attachment M – Memorandums of Understanding

Attachment N – Local Area On the Job Training Policy

Attachment O – Proof of Publication of the Public Notice

Attachment P – Public Comments on Plan

Attachment Q – Local Area Rapid Response Procedure

Attachment R – Signature Sheet

Attachment S – Local Area Supportive Services Policy

Attachment T – Workforce Development Board By-Laws

Attachment U – Workforce Development Board Membership List

Attachment V – Standing Committee List

Assurances

The purpose of distinguishing the following assurances is to highlight specific requirements and does not limit local area responsibilities in any way. Local areas are required to ensure that the local area and its subrecipients are held accountable to all state and federal laws, regulations, and policies. By signing the following assurances, the local area assures the State that in the local area and all of its subrecipients will abide by the following requirements.

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds**.**

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the Workforce Innovation and Opportunity Act (WIOA), and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or subrecipients who are authorized to receive or deposit WIA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Compliance with Nebraska Revised Statutes § § 4-108 through 4-112 and 48-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in Neb. Rev. Stat. § 4-114, to

determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to § § 4-111 and 4-112, if the Contractor has applied for public benefits, as defined in § 48-108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Expending Funds – The Grantee assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor's Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specific the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

- 29 CFR Part 93 – New Restrictions on Lobbying.
- 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
- 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Drug Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by grantee, employees or subrecipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate**.**

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibits discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of

interest, lobbying, kickbacks, drug-free, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three years after grant closeout. If prior to the three-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading "Employment and Training Administration" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency which as contained in the State Energy Conservation Plan issued in compliance with the Entergy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under § 306 of the Entergy Policy and Conservation Act, § 508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and subgrants in excess of $100,000 (40 CFR Part 15).

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

Local WDB Chairperson		**Local Chief Elected Official**	
	5/19/15		
Signature	**Date**	**Signature**	**Date**

GL - Attachment H - CEO/WDB Agreement

GREATER LINCOLN WORKFORCE DEVELOPMENT BOARD AND CHIEF ELECTED OFFICIAL AGREEMENT

This agreement is by and between the Chief Elected Official of the Greater Lincoln area and the Greater Lincoln Workforce Development Board in regards to the implementation of the Workforce Innovation and Opportunity Act.

WHEREAS, the Mayor of Lincoln is the Chief Elected Official (hereinafter referred to as the "CEO") of the Greater Lincoln Area which is comprised of the City of Lincoln, Lancaster County and Saunders County designated under Section 107 (c)(1)(B)(i) of The Workforce Innovation and Opportunity Act (hereinafter referred to as the "Act"); and

WHEREAS, The CEO is the local grant recipient for the City of Lincoln as the political jurisdiction and shall be liable for any misuse of the grant funds under section 107 (d)(12)(B)(i)(I) of the Act and

WHEREAS, the CEO is the appointing authority for the Greater Lincoln Workforce Development Board under Section 107 (c)(1)(B) of said Act; and

WHEREAS, it is the responsibility of the Greater Lincoln Workforce Development Board, hereinafter referred to as "GLWDB", to develop the local workforce innovation and opportunity plan, coordinate and conduct oversight of the One-Stop System and provide oversight of the Act's Title I in this area in partnership with the CEO; and

WHEREAS, the CEO and the GLWDB may enter into an agreement describing the respective roles and responsibilities of the parties under the Act and as required by the Governor for approval of the local plan; and

WHEREAS, the parties desire to enter into an agreement to provide and perform the obligations of the Workforce Innovation and Opportunity Act to the eligible residents of the Greater Lincoln Area.

NOW THEREFORE IT IS MUTUALLY AGREED:

AUTHORITY AND RESPONSIBILITIES OF THE CHIEF ELECTED OFFICIAL

1. Appoint members to the GLWDB in accordance with the Act.
2. Approve a Memorandum of Understanding with the One-Stop Partners.
3. Approve the designation and certification of the one-stop operator by the GLWDB.
4. Approve the designation of the geographic area used for measuring the performance of the local fiscal agent, eligible providers, and the one-stop delivery system.
5. Approve the GLWDB local plan submission but not until such plan has been provided for review and comment to Saunders and Lancaster County.
6. Provide administration and oversight of the delivery system.
7. Administer funds allocated to the local system and bear liability for misuse of grant funds in accordance with the Act.
8. Approve or deny applications for funds for the local system.
9. Execute all contracts and agreements with the United States Department of Labor, the governor of Nebraska or other departments, agencies, organizations, businesses, local governments, providers and any entity as deemed necessary.
10. Authority to apply for, receive and expend grants, and to make transfers of unencumbered

balances between major expense categories pursuant to state policy.

11. Annually prepare an operating budget for the local workforce innovation and opportunity system on behalf of the GLWDB.The Budget shall be approved by the GLWDB.

AUTHORITY AND RESPONSIBILITIES OF THE GLWDB

1. Develop and submit a local plan to the Governor with the approval of the CEO.
2. Analyze economic conditions and needed workforce skills for the region and conduct other research as needed relating to workforce needs of the region.
3. Lead efforts to engage with a diverse range of employers to promote business representation and develop linkages to support utilization of the workforce development system.
4. Lead efforts to develop and implement career pathways in the local area.
5. Identify strategies for meeting the needs of employers and workers and jobseekers in the local area and use technology to maximize the accessibility and effectiveness of the system.
6. With the agreement of the CEO, designate and certify one-stop operators and terminate for cause the eligibility of such operators as provided in the Act.
7. Elect eligible providers of youth workforce investment activities by awarding grants or contracts on a competitive basis based on the recommendations of the youth standing committee with the approval of the CEO and conduct oversight with respect to the providers and may terminate for cause the eligibility of such providers.
8. Identify eligible providers of training services for adults and dislocated workers.
9. Identify eligible providers of career services by awarding contracts with the approval of the CEO, if not provided by the one stop operator.
10. Develop a budget for the activities of the local board in the local area consistent with the local plan subject to the approval of the CEO.
11. Approve the budget for the local workforce development system as prepared by the CEO. The local board may solicit and accept grants and donations from sources other than federal funds with the approval of the CEO.
12. May conduct oversight of local programs of youth workforce activities and local employment and training activities for adults and the one-stop delivery system in the local area in partnership with the CEO.
13. Negotiate and reach agreement on local performance measures with the agreement of the CEO.
14. Assist the Governor in developing the statewide employment statistics system.
15. Promote the participation of private sector employers in the workforce innovation and opportunity system and ensure connecting, brokering, and coaching activities through intermediaries such as the one-stop operator in the local area or through other organizations.
16. Develop and execute Memorandum of Understanding with One-Stop partners as designated by the Act and the State, consistent with the local plan with the agreement of the CEO.
17. May utilize personnel services granted to the GLWDB from the Mayor's office, Urban Development Department, City Attorney and City Finance in carrying out the work of the Board.
18. Elect a chairperson for the local board and may designate standing and additional Committees.

AMENDMENT OF AGREEMENT

Either party may propose amendments to this agreement at any time. Requests for amendments shall be authorized in accordance with the Bylaws of the body initiating the request. No proposed amendment may be considered by the body unless the amendment has been mailed by postal service or electronically to the members of the body at least five days prior to consideration.

ENTIRE AGREEMENT

The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements between the parties relating to the subject matter thereof.

RATIFICATION OF AGREEMENT

This agreement shall require the approval of the CEO and GLWDB by a majority vote of the members present at a GLWDB Board Meeting, authorizing the execution of the agreement.

IN WITNESS THEREOF

Chair, GLWDB

Mayor Chris Beutler
Chief Elected Official

GL Attachment M - Memorandums of Understanding

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER CHP INTERNATIONAL, INC., JOB CORPS CONTRACTOR

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner CHP International, Inc., Job Corps Contractor,** (hereinafter CHP) with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 26, 2014 under **E.O. No. 087034**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 5 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that CHP's annual cost for the Triage Navigator is $454.75 and the second and third paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

   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 $454.75 for Year 2015. It is agreed between the parties that the $454.75 will be billed quarterly in the amount of $113.69 by the City of Lincoln to CHP and paid within 30 days of receipt of the invoice.

3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center 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 American Job Center have agreed to share equally the remaining $3,638.00 which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, CHP International, Inc./Job Corps Contractor and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 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, Chairperson
Greater Lincoln Workforce Investment Board

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNER COMMUNITY ACTION PARTNERSHIP OF LANCASTER AND SAUNDERS COUNTIES

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Community Action Partnership of Lancaster & Saunders Counties, hereinafter referred to as CA,** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 24, 2014 under **E.O. No. 087022**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 4 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that the second and third paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

   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 $454.75 for Year 2015. It is agreed between the parties that the $454.75 will be billed quarterly in the amount of $113.69 by the City of Lincoln to CA and paid within 30 days of receipt of the invoice.

3) That 3 B is amended to read as follows:
   B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners who are not physically co-located at the American Job Center which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 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, Chairperson
Greater Lincoln Workforce Investment Board

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER EXPERIENCE WORKS

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Experience Works,** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 24, 2014 under **E.O. No. 087021**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 4 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that the second paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

3) That 3 B is amended to read as follows:
   B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center, 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 American Job Center have agreed to share equally the remaining $3,638.00 which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 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

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER PROTEUS, INC.

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner representing Migrant and Seasonal Farmworkers, Proteus, Inc.,** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated April 22, 2014 under **E.O. No. 087131**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 5 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that Proteus's annual cost for the Triage Navigator is $454.75 and the second and third paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

   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 $454.75 for Year 2015. It is agreed between the parties that the $454.75 will be billed quarterly in the amount of $113.69 by the City of Lincoln to Proteus and paid within 30 days of receipt of the invoice.

3) That 3 B is amended to read as follows:

B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center 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 American Job Center have agreed to share equally the remaining $3,638.00 which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Proteus and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 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

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER NEBRASKA COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Nebraska Commission for the Blind and Visually Impaired** (hereinafter NCB), with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 14, 2014 under **E.O. No. 087001**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 5 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that NCB's annual cost for the Triage Navigator is $454.75 and the second and third paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

   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 $454.75 for Year 2015. It is agreed between the parties that the $454.75 will be billed quarterly in the amount of $113.69 by the City of Lincoln to NCB and paid within 30 days of receipt of the invoice.

3) That 3 B is amended to read as follows:

B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center 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 American Job Center have agreed to share equally the remaining $3,638.00 which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 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

WORKFORCE INVESTMENT ACT
MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN
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, 2015 until December 31, 2015.

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 $704.75 (Seven Hundred Four Dollars and Seventy Five Cents) for the services specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows: DHHS shall pay the City of Lincoln $454.75 (Four Hundred Fifty Four Dollars and Seventy Five Cents) a year for services provided by the Triage Navigator. The amount

will be invoiced and paid on a quarterly basis in the amount of $113.69 (One Hundred Thirteen Dollars and Sixty Nine Cents) by the City of Lincoln to DHHS. Additionally, DHHS shall pay the City of Lincoln a charge not to exceed $250.00 (Two Hundred Fifty Dollars) 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 1, 2015 through June 30, 2015 and from July 1, 2015 through December 31, 2015.

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. 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.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

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 of1973, 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 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 $600 (Six Hundred Dollars) 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:
David Landis
Director of Urban Development
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

Jill Schreck
Deputy Director, Economic Assistance
Division of Children and Family Services

DATE: 12/1/2014

FOR CITY OF LINCOLN and GREATER LINCOLN WORKFORCE INVESTMENT BOARD:

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

DATE: 1-5-15

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNER URBAN DEVELOPMENT ADULT, YOUTH AND DISLOCATED WORKER PROGRAM AND HUD

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and One Stop Partner **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** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated **March 12th, 2014** under **E.O. No. 086994**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 4 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 2.A. of Attachment A. 2.A. is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that 2. A. of the Attachment is amended to read as follows:

A. NDOL 2014. For January 1, 2015 through December 31, 2015 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, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. 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 $22,194.00 to be billed quarterly by the City of Lincoln in the amount of $5,548.50 to the Nebraska Department of Labor. Said quarterly amount shall be paid by NDOL within 30 days of receipt of the quarterly billing.

3) That 2 B is amended to read as follows:

B. Other partners 2015. The One Stop Partner City of Lincoln/Title I WIA/HUD Partner has agreed to contribute twenty nine percent (29%) of the cost or $10,552.00 for Year 2015 and the remaining (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners who are not physically co-located at the American Job Center which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, ES, DVOP, VE, TAA and UI programs and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 4th day of December 2014.

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

John Albin, Interim Commissioner of Labor
Employment Services, Disabled Workforce Veterans
Outreach Program, Veterans Employment, TAA
and Unemployment Insurance

Approved by:

Agency Legal Counsel

Controller

Joan Modrell, E&T Director

UI Benefits Administrator

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER SOUTHEAST COMMUNITY COLLEGE

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Southeast Community College** (hereinafter SCC), with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 24, 2014 under **E.O. No. 087014**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 5 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that SCC's annual cost for the Triage Navigator is $454.75 pursuant to the Perkins Act post-secondary vocational education program (Perkins Act) and $454.75 pursuant to the Adult Education Program (Adult Education) and the second and third paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

   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 $454.75 for the Perkins Act program and $454.75 for the Adult Education Program for Year 2015. It is agreed between the parties that each SCC program will be billed quarterly and separately for each program in the amount of $113.69 by the City of Lincoln to SCC and paid within 30 days of receipt of the invoice.

3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center 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 American Job Center have agreed to share equally the remaining $3,638.00 which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.

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

Southeast Community College
Dr. Paul Illich, President

Approved by

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNER URBAN DEVELOPMENT ADULT, YOUTH AND DISLOCATED WORKER PROGRAM AND HUD

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Urban Development Adult, Youth and Dislocated Worker Program and HUD** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated **March 11, 2014** under **E.O. No. 086979**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 4 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 2.A. of Attachment A, first paragraph. The second paragraph of 2.A. is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that the second paragraph is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. 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 $10,552.00 for Year 2015.

3) That 2 B is amended to read as follows:
   B. Other partners 2015. 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 $22,194.00 and the remaining (10%) of the cost or $3,638.00 shall be paid equally by the remaining eight One Stop Partners who are not physically co-located at the American Job Center which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 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

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AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER VOCATIONAL REHABILITATION

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Vocational Rehabilitation,** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 14, 2014 under **E.O. No. 087004**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is **January 1, 2014 through December 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning **January 1, 2015 and ending on December 31, 2015**; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The renewal term of Attachment A in paragraph 5 shall be from **January 1, 2015 through December 31, 2015.**

2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as $36,384.00 so that the second paragraph in 3 A is amended to read as follows:

   For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is $36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or $22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or $10,552.00 for Year 2015.

3) That 3 B is amended to read as follows:
   B. Other partners 2015. The remaining ten percent (10%) of the cost or $3,638.00 shall be paid equally by eight One Stop Partners. The remaining partners who are co-located at the American Job Center, 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 American Job Center have agreed to share equally the remaining $3,638.00 which equals $454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition 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.

4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.

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

Mark Schultz, Director
Vocational Rehabilitation *

NOTE ANY LEASE AGREEMENT MUST GO THROUGH NEBRASKA TAS

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

GL Attachment O – Proof of Publication of the Public Notice

AFFIDAVIT OF PUBLICATION

State of Nebraska } ss.
LANCASTER COUNTY,

NOTICE OF PUBLICATION

A preliminary draft of the Workforce Innovation and Opportunity Act (WIOA) Greater Lincoln plan modification for the period July 1, 2015 through June 30, 2016 will be available for review by April 28, 2015 at the City of Lincoln, Urban Development Department, 555 S. 10th Street, Suite 205, Lincoln, NE 68508 or go to lincoln.ne.gov, keyword: workforce or http://www.lincoln.ne.gov/city/urban/workforce/index.htm Comments are requested in writing and should be sent to Carol Swigart, Chairperson of the Greater Lincoln Workforce Investment Board, at the same address.

The plan modification will be reviewed at a meeting of the Executive Committee of the Greater Lincoln Workforce Investment Board on Tuesday, April 28, 2015 at 10:30 a.m. at Nebraska Educational Telecommunications, 1800 N. 33rd Street, Lincoln, NE. The agenda will be kept continually current and is available for public inspection at the Urban Development Department and at the same address at the City Clerk's office. Agenda items in addition to the plan modification will include training provider applications from Southeast Community College and Nebraska Wesleyan University; and transition responsibilities for the Workforce Innovation and Opportunity Act (WIOA).

WIAIOA is an equal opportunity program and auxiliary aids and services are available upon request to individuals with disabilities. The City of Lincoln complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to information is a priority for the City of Lincoln. In the event you are in need of a reasonable accommodation in order to access this information, please contact the Director of Equity and Diversity, Lincoln Commission on Human Rights at 402-441-7624 as soon as possible in order to make your request.

#524102 1t Apr 24

The undersigned, being first duly sworn, deposes and says that she/he is a Clerk of the Lincoln Journal Star, legal newspaper printed, published and having a general circulation in the County of Lancaster and State of Nebraska, and that the attached printed notice was published in said newspaper One successive time(s) the first insertion having been on April 24, 20 15 and thereafter on _____, 20____

and that said newspaper is the legal newspaper under the statutes of the State of Nebraska.

The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Barbara Chesnut

Subscribed in my presence and sworn to before me on April 24, 20 15

UVA K Boone Notary Public

GENERAL NOTARY - State of Nebraska
UVA K BOONE
My Comm. Exp. Jan. 31, 2017

Cost $ 32.79 Reference # 524102

GL Attachment P – Public Comments on Plan

Greater Lincoln will operate under a modified local plan from July 1, 2015 until June 30, 2016. The modified local plan will serve as a transitional plan during the first program year of implementation of the Workforce Innovation and Opportunity Act (WIOA).

Written Comments on the draft Greater Lincoln Plan Modification should be sent to:

Jan Norlander-Jensen
City of Lincoln, Urban Development Department
555 South 10th Street, Suite 205
Lincoln, NE 68508

Or by email to jnjensen@lincoln.ne.gov

All written comments received will be submitted with the plan modification to the Nebraska Department of Labor.

WORKFORCE INNOVATION AND OPPORTUNITY ACT PLAN SIGNATURE SHEET

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF THE STATE OF NEBRASKA BY THE NEBRASKA DEPARTMENT OF LABOR, HEREINAFTER REFERRED TO AS THE "GRANTOR", AND BY THE GREATER LINCOLN WORKFORCE DEVELOPMENT AREA, HEREINAFTER REFERRED TO AS THE "GRANTEE".

1. This Agreement, consisting of the attached Plan, in conjunction with Public Law 113-128 (Workforce Innovation and Opportunity Act), the policies issued by the Grantor and the Terms and Conditions of the Agreement constitute the entire Agreement between these parties.
2. The term of this Agreement is for the period commencing on July 1, 2015 and ending on June 30, 2017.
3. The amount of funds obligated by the Grantor under this Agreement is:

	PY 2015
Adult	$ 324,418
Dislocated Worker	$ 216,774
Youth	$ 472,157
Total	$1,013,349

4. Grant modification may be by agreement of both Grantee and Grantor. Unilateral modification may be made by the Grantor in the case of funding change.

GRANTOR
On behalf of the State of Nebraska

Authorized Signature Date

Name and Title

GRANTEE
On behalf of the Chief Elected Official(s)

Authorized Signature Date

Chris Beutler, Mayor
Name and Title

On behalf of the Greater Lincoln Workforce Development Board

5/19/2015

Authorized Signature Date

Carol A Swigart, Chairperson
Name and Title

GL Attachment T - Workforce Development Board By-Laws

GREATER LINCOLN
WORKFORCE DEVELOPMENT BOARD BYLAWS

ARTICLE I - NAME AND PURPOSE

Section 1. NAME
The name of this board shall be the Greater Lincoln Workforce Development Board and shall include the City of Lincoln, Lancaster County and Saunders County, Nebraska. Hereinafter it may be referred to as the GLWDB or the "Board".

Section 2. PURPOSE
The purpose of the Greater Lincoln Workforce Development Board shall be to carry out such duties and functions as delegated to it by the Local Workforce Investment Area Interlocal Agreement and the Workforce Innovation and Opportunity Act. Hereinafter it may be referred to as WIOA.

ARTICLE II - MEMBERSHIP

Section 1. COMPOSITION OF THE BOARD
In accordance with the Local Workforce Investment Area Interlocal Agreement and Section 107 (b)(2) of WIOA, the Board shall consist of the following members with a majority of the board representing business in the local area:

(a) Representatives of business owners and other business executives or employers with optimum policy making or hiring authority who represent businesses with employment opportunities that reflect employment opportunities in the local area
(b) Representative of eligible providers administering adult education and literacy activities and a representative of institutions of higher learning providing workforce investment
(c) Representatives of labor organizations or other representatives of employees and requiring at least one person from a joint labor-management apprenticeship program or apprenticeship program in the area. This category must make up a minimum of 20 percent of the board and may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment
(d) A representative of economic and community development entities; a representative from the state employment office under the Wagner-Peyser serving the local area; and a representative of vocational programs carried out under Title I of the Rehabilitation Act of 1973
(e) Such other individuals or representatives of entities as the Mayor of Lincoln may determine to be appropriate.

Section 2. TERMS OF APPOINTMENTS
Members of the Board shall serve for a term of three years except for initial appointments which may be for terms of up to one to three years with terms concluding at the end of each calendar year.

Section 3. APPOINTMENT AND REMOVAL
The Mayor of Lincoln, as Chief Elected Official under the Local Workforce Investment Area Interlocal Agreement, shall make all appointments to the Board and may remove any member, at any time, with or without cause.

Section 4. RESIGNATION
When members deem it necessary to resign from their appointment to the Board, they shall tender their written resignation to the Mayor of Lincoln with copies to the Chairperson of the Board and to the Workforce Administrator. Said member is considered an active member until replaced by another individual. The Mayor shall appoint another individual to serve, for the remainder of the unexpired term, in accordance with Article II, Section 3. In the event that the Chairperson resigns, the Vice-Chairperson shall serve as Acting Chairperson until such time as a new Chairperson is elected by the Board.

Section 5. VACANCY
In the event of a vacancy, the Mayor shall appoint another individual to serve, for the remainder of the unexpired term, in accordance with Article II, Section 3.

ARTICLE III- OFFICERS

Section 1. OFFICERS
The officers of the Board shall be Chairperson, Vice-Chairperson, and Secretary. These officers shall perform the duties prescribed by these bylaws and by the parliamentary authority adopted by the board. The City Treasurer shall be the Treasurer of the Board.

Section 2. ELECTION OF OFFICERS
The Officers shall be elected by ballot to serve for two years or until their successors are elected, and their term of office shall begin at the annual meeting at which they are elected except for the initial election of officers where their term will begin at the instant the chair declares each officer elected. No member shall hold more than one office at a time.

Section 3. CHAIRPERSON
The Board shall elect a chairperson who is a local business representative as defined in WIOA, Section 107(b)(2)(A). The Chairperson shall preside at all meetings of the Board and appoint Chairs and members of all committees and task groups as deemed necessary or desirable by the Board unless otherwise specifically provided for within these Bylaws. The Chairperson shall represent the Board and has the authority to speak on its behalf before the Mayor of Lincoln, Nebraska Workforce Development Board and at all public meetings and functions. The Chairperson shall have the authority to perform such other duties applicable to the office as prescribed by the Board and the parliamentary authority adopted by the Board.

Section 4. VICE-CHAIRPERSON
The Board shall elect a Vice-Chairperson who is a local business representative as defined in WIOA, Section 107(b)(2)(A). At the request of, or in the absence of the Chairperson, the

Vice-Chairperson shall perform the duties of the Chairperson and perform other duties assigned by the Chairperson. The Vice-Chairperson shall have the authority to perform such other duties applicable to the office as prescribed by the Board and the parliamentary authority adopted by the Board.

Section 5. ABSENCE OF OFFICERS
In the event that all officers are absent from a meeting, the Chairperson shall designate a member of the Board that meets all requirements of Article III, Section 3 as the Acting Chairperson, who shall preside at such meeting only.

Section 6. VACANCY OF OFFICERS
In the event of any vacancies of such officers, the Board shall elect a new officer at the next meeting of the Board to fill the vacancy for the remainder of the term.

ARTICLE IV - MEETINGS

Section 1. REGULAR MEETINGS
The regular meetings of the Board shall be at the call of the Chairperson.

Section 2. MEETING NOTICE
Notice of all meetings shall be in compliance with the Nebraska Open Meetings Act. Written notice of each meeting shall be sent to Board members by the Secretary or the Secretary's designee specifying the time, date, location, and proposed agenda not less than 3 days before the meeting. Written notice of the time and place of the meeting shall be sent out by the Secretary of the Board or the Secretary's designee to the City Clerk not less than 3 days before the meeting.

Section 3. ANNUAL MEETING
The annual meeting shall be held at the first meeting of every calendar year and shall be for the purpose of electing officers, and any other business that may arise.

Section 4. SPECIAL MEETINGS
Special meetings may be called by the Chairperson of the Board or upon the written request signed by ten members of the Board and filed with the Secretary. The purpose of the meeting shall be stated in the notice. Except in cases of emergency, at least two days' notice shall be given.

Section 5. QUORUM
A majority of the members shall constitute a quorum. The concurrence of a majority of the quorum present shall be necessary for any final action on any motion, unless otherwise provided herein or required by law.

Section 6. MANNER OF VOTING
The vote on motions moved and seconded shall be by roll call vote. No motion shall be deemed to have passed unless it received a majority vote of the quorum. For purposes of this section, procedural motions may be satisfied by a unanimous voice vote. In the event that the voice vote

is not unanimous, a roll call vote shall be required.

Section 7. SUNSHINE PROVISION
The Board shall conduct their meetings in compliance with Nebraska law and the Open Meetings Act and WIOA, Section 107(e). The Board will make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board including information regarding the local plan prior to submission of the plan, and membership, designation and certification of one stop operators, and the award of grants or contracts to eligible providers of youth workforce activities and on request, minutes of formal meetings of the board.

Section 8. CONFLICT OF INTEREST
Board members are subject to Chapter 2.54 of the Lincoln Municipal Code, Sections 49-1499 through 49-14,103.03 Nebraska Revised Statute and Section 107(h) of WIOA

(a) A Board member must disclose with particularity the nature and extent of any financial interest in or affiliation with any person, business or organization that is seeking anything of value from the GLWDB prior to consideration of the request by the Board.

(b) Under Section 107(h) of WIOA, board members may not vote on a matter under consideration regarding the provision of services by such member or by an entity that such member represents or that would provide direct financial benefit to such member or the immediate family of such member.

ARTICLE V - EXECUTIVE BOARD

Section 1. MEMBERS
The officers of the Board, the Chairperson of each standing committee, and other board members as designated by the Chairperson shall constitute the Executive Board.

Section 2. DUTIES
The Executive Board shall have general supervision of the affairs of the Board and may act on behalf of the Board between its business meetings, make recommendations to the Board, and shall perform such other duties as are specified in these bylaws. The Executive Board shall be subject to the orders of the Board and none of its acts shall conflict with action taken by the Board. The Executive Board may exercise such other powers and perform other duties or functions as may be authorized by majority vote of the Board.

ARTICLE VI -COMMITTEES

Section 1. STANDING AND SPECIAL COMMITTEES
Standing or special committees shall be appointed by the Chairperson as the Board shall from time to time deem necessary to carry on the work of the Board. The Chairperson shall be ex officio a member of all committees.

ARTICLE VII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

ARTICLE VIII - AMENDMENT OF BYLAWS

These bylaws can be amended at any regular meeting of the Board by a two-thirds vote of the quorum present, provided that the amendment has been submitted to Board members in writing at least five days in advance of the meeting at which they are to be acted upon. Such notice shall include both the proposed change and the section it supersedes.

ARTICLE IX - SUSPENSION OF BYLAWS

The Board may, by a vote of two-thirds of the quorum present, suspend all or any part of these bylaws when to do so would not be in conflict with the laws of the State of Nebraska or applicable federal laws.

ARTICLE X - EFFECTIVE DATE

These bylaws shall become effective immediately upon majority approval of the quorum present.

Introduced by:

_____
Board Member

Adopted as presented to the Greater Lincoln Workforce Development Board on the _____ day of_____, 2015.

Attest:

Greater Lincoln Workforce Development Board

_____
Chairperson

_____
Vice-Chairperson

GL Attachment U - Workforce Development Board Membership List

Greater Lincoln Workforce Development Board
Member List

Rod Armstrong	Vice President of Strategic Partnerships	AIM
Jessica Bergmann	Office Director	Vocational Rehabilitation
Tim Bornemeier	Vice President	Worlds Foremost Bank, Cabela's
Cheryl Brandenburgh	Economic Development Manager	Black Hills Energy
Angela Caldwell	Branch Manager	ManpowerGroup
Debra Cremeens-Risinger	Nebraska State Director	US Department of Labor
Susan Fallon	Regional Workforce Development Manager	NDOL, Employ & Training Svcs
Jane Goertzen	Director of Human Resources	Crete Carrier Corporation
Pat Haverty	Vice President, Economic Development	Lincoln Chamber of Commerce
Leon Holloway	Human Resource Manager	Duncan Aviation
Paul Illich	President	Southeast Community College
Ron Kaminski	Business Manager	Laborers Int'l Union of North America #1140
John Markey	Business Manager	IBEW Lincoln Union #265
Rich Marshall	Business Representative/Organizer	North Central States Reg Council of Carpenters
Amy Ostermeyer	Director of Human Resources	Bryan Health
Julie Panko Haberman	Learning & Development Supervisor	Lincoln Electric System
Joanne Pickrel	Chief Executive Officer	Goodwill Industries
Sherla Post	Sr. Vice President--Human Resources	Cornhusker Bank
Cherisa Price-Wells	Program Manager	ResCare Workforce Services
Jill Schreck	Deputy Director, Economic Assistance	Health & Human Services
Vi See	Executive Director	Comm. Action Prtnrshp of Lanc & Saunders Cty
Liz Shotkoski	Recruiter	Gallup
Randy Sterns	Director of Consulting	IBM
Carol Swigart	President	Hillaero Modification Center
Gary Targoff	Assistant General Manager-Education	Nebraska Educational Telecommunications
Sue White	HR Manager	SourceOne, Inc.
Sherri Wimes	Vice President, Human Resources	Ameritas Life Insurance Corp.