

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UTAH DEPARTMENT OF WORKFORCE SERVICES
AND
NEVADA DEPARTMENT OF EMPLOYMENT, TRAINING, AND REHABILITATION
FOR A
RECIPROCAL AGREEMENT

I. Purpose

The states of Nevada and Utah each agree to maintain a publicly accessible statewide Workforce Innovation Opportunity Act (WIOA) Eligible Training Provider List (ETPL).

To increase customer choice, the State of Nevada agrees to permit qualifying Utah participants to use their ITAs to enroll in a program of training identified on the State of Nevada's ETPL. Final approval for using a Utah funded ITA at a Nevada school rests with Utah's WIOA Program operator. In arranging out-of-state ITAs, the Utah case managers must follow the requirements of WIOA Section 134(c)(3) and Utah's WIOA policies. Local Policies may affect the terms of an individual training plan and individual financial feasibility plan, and may be more restrictive concerning out-of-state ITAs.

To increase customer choice, the State of Utah similarly agrees to permit qualifying Nevada participants to use ITAs to enroll in a program of training identified on the State of Utah's ETPL. Final approval for using a Nevada funded ITA at a Utah school rests with Nevada WIOA program operators. In arranging out-of-state ITA vouchers, the Nevada WIOA program operators must follow the requirements of WIOA Section 134(c)(3), and Nevada WIOA policies. The local policies may affect the terms of an individual training plan and individual financial feasibility plan, and may be more restrictive concerning out-of-state ITAs.

II. Period of Performance

This agreement is effective March 1, 2019 through February 28, 2029. This agreement may be rescinded when either party provides a 30-day written notification to the other of its intent to rescind the agreement, or both parties agree in writing to rescind the agreement by a mutually agreed upon date. The reciprocal agreement between the States of Nevada and Utah shall be in effect from the date the signatory process is complete or until modified or rescinded. Any grievances that arise regarding the client training services will be addressed and followed up by the participant's case manager.

III. Indemnity

The State of Nevada agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the

performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

IV. Employment Practices, Equal Opportunity and Non Discrimination

The parties shall abide by all State and Federal anti-discrimination laws, including but not limited to the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 which prohibit discrimination on the basis of disabilities; Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the grounds basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, and or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity and Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

V. Monitoring

Parties shall permit each other the right of a compliance review to ensure that the provisions of the agreement are upheld.

Contact Information

**Nevada Department of Employment,
Training and Rehabilitation**

Karlene Johnson, ESD Program Specialist III
Workforce Investment Support Services
500 E Third St, Carson City, NV 89703
(775) 684-0314
kfjohnson@detr.nv.gov

Department of Workforce Services

Marion Davis, Contract Owner
WDD State Program Specialist
140 E. Broadway SLC, UT 84111
(801) 230-5029
mdavis@utah.gov

Signatures

In witness whereof, the parties sign and cause this Memorandum of Understanding to be executed.

Jon Pierpont, Executive Director
Utah Department of Workforce Services

Renee L. Olson

Renee L. Olson, Administrator, ESD
Nevada Department of Employment,
Training, and Rehabilitation

Date

03.11.19

Date