

**Nevada Department of Employment, Training and Rehabilitation
Employment Security Division
Workforce Programs**

**Workforce Innovation and Opportunity Act (WIOA)
State Compliance Policy (SCP)**

Policy Number: 1.5

Originating Office: Department of Employment, Training and Rehabilitation (DETR); Workforce Programs

Subject: WIOA Memorandums of Understanding

Approved: April 21, 2016, by the Governors Workforce Development Board (GWDB)

Purpose: DETR is providing guidance on the development of Memorandums of Understanding (MOUs) under WIOA.

Please note that this guidance was developed using the WIOA Notices of Proposed Rule Making (NPRM) and is subject to change based upon issuance of the final WIOA regulations or further guidance from Department of Labor (DOL).

Authorities/References:

- WIOA (Public Law 113-128) Section 121(c); Section 188, and 29 CFR Part 38
- Americans with Disability Act Amendment Act of 2008 (Public Law 110-325)
- Title 20 Code of Federal Regulations (CFR) “WIOA, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; NPRM”, Sections 678.305, 678.310, 678.315, 678.500 and 678.505; (See also corresponding Title 34 Department of Education Sections 361.500, 361.505 and 361.510)
- Title 2 CFR Part 200
- Nevada SCPs

ACTION REQUIRED:

Upon issuance bring this guidance to the attention of all LWDB Board members and any other concerned parties. Any local boards’ policies, procedures, and or contracts affected by this guidance are required to be updated accordingly. **Please provide quarterly updates on the progress towards completion of each phase.**

Background:

WIOA strengthens the ability of our public workforce system to align investments in workforce,

education, and economic development with regional in-demand jobs. It also focuses on the importance of providing customers with access to high-quality one-stop centers that connect them with the full range of services available in their communities.

Accordingly, Nevada's Workforce Development Strategic Plan (State Plan) was developed with the following four policy goals in mind:

- **ACCESS:** Increase access to education, training, and support services and remove barriers to employment.
- **ALIGNMENT:** Align, coordinate and integrate education, employment and training programs to meet the needs of Nevadans.
- **QUALITY:** Meet the needs of Nevada's employer's by enhancing the quality of an integrated workforce development system that provides measurable value on investment.
- **OUTCOMES:** A statewide workforce development system that results in skills gain, relevant credentials, good jobs, and prosperity of Nevadans.

To achieve these objectives, the America's Job Center of Nevada (AJC) system must serve as an all-inclusive access point to education and training programs that provide demand-driven skills attainment, especially for those with barriers to employment.

A critical component of the successful implementation of the State Plan vision is a well-articulated MOU. Local Boards, with the agreement of the chief elected official (CEO), are responsible for entering into a MOU with each of the AJC partners that outlines the operations of the overarching one-stop delivery system [WIOA Section 121(c)]. The law envisions that Local Boards will act as both the convener of the MOU negotiations as well as the shaper of how one-stop services are delivered within their Local Workforce Development Area (Local Area) (NPRM Preamble page 20602).

Policy and Procedure:

The AJCs are the cornerstone of Nevada's workforce development system. The AJC partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, collaboration is essential to establishing a quality-focused, employer-driven, and customer-centered system.

Development of a Memorandum of Understanding

Each MOU should act as a functional tool as well as visionary plan for how the Local Board and AJC partners will work together to create a unified service delivery system that best meets the needs of their shared customers.

Local Boards may develop a single "umbrella" MOU that addresses overarching issues for the Local Board, CEO, and AJC partners as they relate to the local AJC system. Alternatively, they

may choose to enter into a separate MOU with each individual partner or groups of partners (NPRM Section 678.505). Two or more Local Areas within a planning region also have the option to develop a single joint MOU, should they wish to do so (NPRM Section 678.500).

The three major components each MOU should address are as follows:

1. Shared Customers
2. Shared Services
3. Shared Costs

Joint infrastructure funding is a critical part of establishing the foundation needed to support integrated service delivery. Therefore, under WIOA each of the required partners must contribute a portion of their cash and/or in-kind contributions (fairly evaluated) toward maintaining the AJC system under WIOA. However, in order to ensure we are moving toward a customer-focused approach across all programs, the shared resources and costs portion of each MOU does not have to be negotiated until after the Local Board and AJC partners have first addressed their shared customers and services.

Phase I and Phase II

The MOU development process will take place in two phases. Phase I of each MOU will address service coordination and collaboration amongst the partners. Phase II will address how to functionally and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs. After each phase of a MOU has been completed, authorized representatives of the Local Board, CEO, and AJC partner(s) must sign it.

Phase I: Service Coordination

For Phase I, Local Boards are expected to work with all of the required and optional partners in their Local Area to develop an agreement regarding the operations of the local one-stop system as it relates to shared services and customers. **Phase I of each MOU must be completed no later than June 30, 2016.**

Phase II: Shared Resources and Costs

For Phase II, Local Boards should build upon the agreements established in Phase I and determine how to best support their established service delivery model through the sharing of resources and costs. **Phase II of each MOU must be completed no later than June 30, 2017.**

The two-part schedule is being provided in order to allow time for other key WIOA milestones (e.g., Local Area subsequent designation, AJC operator procurement, establishment of a state infrastructure fund) to be completed before Phase II is due.

While the AJC operator can participate in the MOU development process, the responsibility of negotiating Phase I and Phase II of each MOU cannot be delegated to them as part of the competitive procurement process. Local Boards may wish to request an

assessment of an applicant's ability to leverage resources or their experience in working with the required and optional AJC partners. However, they cannot require applicants to submit each AJC partner's financial commitments as part of the procurement process.

Every MOU must contain an assurance that it will be reviewed and updated, at a minimum, every three years in order to ensure it contains up to date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJC partner(s).

In addition, each MOU must be reviewed and, if necessary, renegotiated after Local Workforce Development Plans have been developed. This is to ensure they are properly aligned with the local priorities and strategies identified in both plans.

Strategic Timeline

During the MOU development process, Local Boards should remain aware of upcoming deadlines. The timeline below takes into account current federal guidance as well as Nevada's strategic vision for WIOA implementation:

- During PY 2015-2016, Local Boards must complete Phase I of the MOU no later than **June 30, 2016.**
- During PY 2017-2018, Local Boards must complete Phase II of the MOU no later than **June 30, 2017.**

*Please note: dates are subject to change, pending further guidance from DOL.

Provisions of a Memorandum of Understanding

The table below outlines the content for Phase I and Phase II of the MOU development process. The left column lists the provisions that each MOU must contain, as required by WIOA. The right column lists what corresponding information needs to be included in order to address each provision.

In addition, the state developed a Sample MOU (Attachment 1). The Sample MOU is intended to be a technical assistance tool rather than a required template. As such, it should be used in whatever way best fits the needs of the Local Board.	
<u>Phase I</u> June 30, 2016	
MOU Provisions Required under WIOA Section 121 (c)	Corresponding Information Needed

Services provided through the one-stop delivery system WIOA Section 121(c)(2)(A)(i) Describe the services to be provided through the one-stop delivery system consistent with the requirements of this section, including the manner in which the services will be coordinated and delivered through such a system.	• Define the purpose, mission, values and goals of the AJC system. • Identify the AJC partner(s) included in the MOU (both required and optional). • Describe the AJC system design. • Describe the AJC system services, that are applicable to each partner, including career services and those identified in the bi-lateral agreements contained in the Nevada Workforce Development Strategic Plan • Identify the AJC system customers and describe shared customers. • Describe the responsibilities of the AJC partner(s), including joint planning and staff development/professional development.
Initial Plan for Funding of Services and Operating Costs Describe the initial plan for Phase II as referenced in WIOA Section 121(c)(2)(A)(ii).	• Include a commitment to sharing system operating costs. • Include an assurance that costs will be based on proportionate use and agreed upon methodology. • Include an assurance that a cost sharing agreement will be completed during Phase II of MOU process (see Attachment 1 for more guidance).
Methods for Referring Customers WIOA Section 121(c)(2)(A)(iii) Describe methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities.	• Describe the AJC system referral process. • Describe commitment to ensuring a high quality customer service and customer-centered focus. • Identify how the AJC system will provide direct access to partners through real-time technology.

Access to Services WIOA Section 121(c)(2)(A)(iv) Describe methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one- stop delivery system	• Attach an AJC system map that identifies the location of each comprehensive and affiliate AJC within the Local Area. • Identify individuals with barriers to employment and describe how the AJC system will ensure access and priority for services to individuals with barriers to employment. • Include a commitment by the AJC partner(s) to work together to share data and technology. • Identify measures and internal control applied to ensure system security. • Include a commitment to comply with the confidentiality provisions of the respective statutes of the AJC partner(s). • Describe how the AJC system will provide measures to promote non-discrimination and equal opportunity. • Describe the AJC system grievance procedures. • Include a commitment that the AJC partner(s) will comply with the Americans with Disability Act Amendment(s) Act of 2008. • Include a commitment that the AJC partner(s) will promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.
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Duration of MOU WIOA Section 121(c)(2)(A)(v) Describe the duration of the MOU and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services.	• Identify the effective dates of the MOU. • Include an assurance to review the MOU at least every three years. • Describe the procedures established to revise and modify the MOU. • Describe the procedures established to terminate the MOU
Recommended MOU Provision	Optional Sections to include in the MOU
Administration and Operations Management	• Describe management operations, including site supervision and day to day operations. • Describe how the AJC system will engage in media releases and communication. • Describe the AJC system policy and procedures regarding hold harmless, indemnification, and liability. • Describe how the AJC system will handle dispute resolution.

<u>Phase II</u> June 30, 2017	
MOU Provisions Required under WIOA Section 121 (c)	Corresponding Information Needed
Funding of Services and Operating Costs WIOA Section 121(c)(2)(A)(ii) Describe how the costs of such services and the operating costs of such system will be funded, including the following: (I) Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing one-stop delivery system operations. (II) Funding of the infrastructure costs of one-stop centers in accordance with subsection (h).	• Identify the AJC system operating and infrastructure costs. • Describe how shared operating and infrastructure costs will be funded by the AJC partner(s). • Describe the cash and in-kind contributions used to fund shared operating and infrastructure costs. • Identify the amount to be contributed by the AJC partner(s) through the cost sharing agreement. • Include an assurance that AJC proportionate fund contributions were calculated in accordance with Title 2 CFR Part 200. • Describe the process that will be used to periodically (yearly) review and adjust shared costs so that they continue to be proportionate and equitable to the benefit received by the AJC partner(s).

Additional Resources

Supplementary federal guidance that may be of assistance during the MOU development process includes the following:

[DOL Training and Employment Guidance Letter 04-15](#): Vision for the One-Stop Delivery system under the WIOA

[Rehabilitation Services Administration Technical Assistance Circular 15-02](#):
Vision for the State Vocational Rehabilitation Services Program as a Partner in the

Workforce Development System Under the WIOA

Office of Career, Technical and Adult Education - Division of Adult Education and Literacy 15-4: Vision of the Adult Education and Literacy Act in the Workforce System and Initial Implementation of the WIOA

Unemployment Insurance Program Letter 20-15: Unemployment Insurance and the WIOA of 2014

<https://www.doleta.gov/WIOA/FAQs.cfm>: DOL ETA FAQs for WIOA

INQUIRIES:

Please direct all inquiries to the Nevada Department of Employment Training and Rehabilitation's Workforce Programs WIA Coordinator.

Attachments

Attachment 1 - MOU Sample Template

Workforce Innovation and Opportunity Act **SAMPLE Memorandum of Understanding**

This Sample Memorandum of Understanding (MOU) is intended to be a technical assistance tool rather than a required template; it should be used in whatever way best fits the needs of the Local Workforce Development Board (Local Board).

The document contains a combination of suggested guidance and sample language. Please note, all sample language will be indicated by *italics*.

Preamble/Purpose of MOU

This section should include the preamble and overall purpose of the MOU.

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America's Job Center (AJC) partners to establish an agreement concerning the operations of the AJC delivery system. The purpose of the MOU, is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

Nevada's one-stop delivery system, the AJC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the Nevada Workforce Development Strategic Plan, which includes the following:

- *Foster demand-driven skills attainment*
- *Enable upward mobility for all Nevadans*
- *Align, coordinate, and integrate programs and services*

These objectives will be accomplished by ensuring access to high-quality AJCs that provide the full range of services available in the community for all customers seeking the following:

- *Looking to find a job.*
- *Building basic educational or occupational skills.*
- *Earning a postsecondary certificate or degree.*
- *Obtaining guidance on how to make career choices.*
- *Seeking to identify and hire skilled workers.*

Local Vision Statement, Mission Statement, and Goals

This section should include the vision, mission, principles, and goals of the AJC delivery system from a local and regional viewpoint.

Parties to the MOU

This section should include all parties relevant to the MOU.

Local Boards may enter into separate MOU agreements with each partner or enter into an “Umbrella” MOU which includes all required and optional AJC partners, both locally and regionally.

Required partners include local/regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Community Services Block Grant
- Housing & Urban Development
- Unemployment Compensation
- Second Chance
- Temporary Assistance for Needy Families

One-Stop System, Services

This section should include a description of the local system, the customers served, and the services provided by each AJC partner. This includes the three types of “career services” authorized under WIOA (basic career services, individualized career services and follow-up services) as well as training services and services provided to employers.

This can be included as an attachment or communicated through a chart that describes how each service will be integrated into the operations of the AJCs and which partner(s) will provide it.

Responsibility of AJC Partners

This section should include a description of local agreements to share responsibility for planning, implementing and operating the system.

- *The AJC partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:*
 - *Continuous partnership building.*
 - *Responsiveness to local and economic conditions, including employer needs.*
 - *Adherence to common data collection and reporting needs.*
- *Make the applicable service(s) applicable to the partner program available to customers through the one-stop delivery system.*
- *Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.*
- *Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.*

Funding of Services and Operating Costs

This section should include information on current or future planning related to shared resources and joint funding.

Local Boards that have already negotiated cost sharing agreements should include them as an attachment. Local Boards that have not yet negotiated cost sharing agreements should include language in Phase I of the MOU that indicates each partner agrees to negotiate and implement a cost sharing plan by June 30, 2016.

All relevant parties to this MOU agree to share in the operating costs of the AJC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

AJC partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate Cost Sharing Agreement that will be attached to this MOU.

Methods for Referring Customers

This section should include a commitment to mutually implement processes for the referral of customers to services not provided on-site.

The referral process can be included as an attachment and should do the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding AJC programs, services, activities and resources shall be made available to all customers as appropriate.
- Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.

- Describe how each AJC partner will provide a direct link or access to other AJC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJC staff, or real-time technology (two way communication and interaction with AJC partners that results in services needed by the customer).

Access for Individuals with Barriers to Employment

This section should include information on how the AJC system will ensure access for individuals with barriers to employment.

Recommended topics include the following:

- A definition of the term “individuals with barriers to employment.”
- A commitment to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.
- An attached “system map” that identifies the location of every comprehensive and affiliate AJC within the Local Area.

This section should also include a commitment from each AJC partner to ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

Shared Technology and System Security

This section should include a commitment to share data and technology as well to ensure that all data and systems are secure.

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJC Partner agrees to the following:

- *Comply with the applicable provisions of WIOA, Health and Human Services Code, Nevada Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.*
- *The principles of common reporting and shared information through electronic mechanisms, including shared technology.*
- *Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.*
- *Maintain all records of the AJC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.*
- *Develop technological enhancements that allow interfaces of common information needs, as appropriate.*

- *Understand that system security provisions shall be agreed upon by all partners.*

Confidentiality

This section should address compliance with the confidentiality requirements of all applicable laws, regulations, and rules.

The AJC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Health and Human Services Code, the Nevada Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- *All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.*
- *No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.*
- *The AJC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJC operators and other AJC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.*
- *Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.*

Non-Discrimination and Equal Opportunity

This section should address compliance with all non-discrimination and equal opportunity provisions.

The AJC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

This section should including a commitment to establish and maintain a procedure for handling grievances and complaints as outlined in WIOA.

The AJC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

American's with Disabilities Act and Amendments Compliance

This section should include language on how each AJC partner will ensure that the policies and procedures of the AJC system and the services being provided are in compliance with the Americans with Disabilities Act of 1990 and its amendments.

The AJC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

This section should include the effective dates and term length of the MOU.

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

This section should include information regarding any modifications or revisions of the MOU.

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

This section should include information regarding termination of the MOU.

The parties understand that implementation of the AJC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are

being tried. In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

The following is sample language for the Administrative and Operations Management sections of the MOU, should the Local Board wish to include them.

License for Use

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCs for the sole purpose of conducting acceptable AJC services as outlined herein.

Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the AJCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party

in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJC logo developed by the State of Nevada and the Local Board on buildings identified for AJC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Nevada Revised Statutes and other applicable laws, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of Nevada which cannot provide for indemnification of court costs and attorneys fees under the indemnification policy of the State of Nevada, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorneys fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.