

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH**  
**NEBRASKA DEPARTMENT OF VETERANS AFFAIRS**

WHEREAS, pursuant to Neb. Rev. Stat. §80-409 (Reissue 2007), the County Board is obligated to provide for the expenses of the County Veterans Service Officer and the County Veterans Service Committee; and,

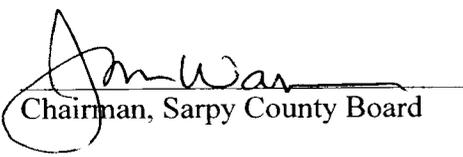
WHEREAS, a certain Memorandum of Understanding has been proposed with the State of Nebraska Department of Veterans Affairs which would allow the Sarpy County Veterans Service Office to utilize the VETRASPEC information system; and,

WHEREAS, the use of VETRASPEC would allow the County Veterans Service Office to better serve veterans in Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS as follows that the Memorandum of Understanding with the State of Nebraska Department of Veterans Affairs, a copy of which is attached hereto, is hereby approved.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 7<sup>th</sup> day of ~~April~~, 2013.

*may*

  
Chairman, Sarpy County Board



  
Sarpy County Clerk

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the State of Nebraska Department of Veterans Affairs, hereinafter referred to as NDVA, and SARPY County, on behalf of the SARPY County Veterans Service Center, hereinafter referred to as the County.

WHEREAS, VETRASPEC is the secure web-based application that NDVA has purchased and implemented as a web based information system to track and assist veterans and eligible dependents in accessing all benefits of which they are, by law, entitled; and

WHEREAS, the VETRASPEC system has the ability to be utilized in virtually real time transfer of information regarding veteran's information between levels of government, specifically state and county government; and

WHEREAS, it is anticipated that other benefits of utilizing VETRASPEC will include a cost savings due to decreased postage and printing, time saving of personnel due to less physical movement of files, copying, and mail preparation, greater efficiency (real time receipt, transfer, and accessibility to information), greater accuracy, consistency and the ability to create and generate reporting of activities and trends; and

WHEREAS, the ability to share access to files of veterans who have designated NDVA or an organization that has accredited NDVA as their representative creates a need for shared understanding of the limits of access and use by the parties involved as it relates to veterans files; and

WHEREAS, recognizing the statutory and historical relationship NDVA has with the County, and in pursuit of creating more efficiency and effectiveness in that relationship, NDVA has made arrangements with VETRASPEC to allow the County to join on the State's license as a User thereby enabling the County to view certain information and to add certain information to the web based database.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth herein, the parties agree as follows:

### 1. Purpose

The purpose of this Memorandum of Understanding is to arrange for the shared use of the VETRASPEC system by the State of Nebraska Department of Veterans Affairs and the SARPY County Veterans Service Center.

### 2. Term

This Memorandum of Understanding shall be effective for a twelve (12) month period starting on the date this MOU is signed by the Director, Nebraska Department of Veterans Affairs. Thereafter, the agreement will automatically renew for two additional twelve (12) month periods.

3. NDVA's Duties and Responsibilities

A. NDVA will:

1. Have the authority and will monitor on occasion usage of VETRASPEC; and
2. Review the information contained within and the usage of VETRASPEC; and
3. Freely cooperate with authorities legally empowered to investigate, audit or otherwise review the procedures, data and conduct including the operation of VETRASPEC and its users under the license held by NDVA; and
4. Report any violation of the intended use of accessing VETRASPEC under the NDVA's setup/database
5. Cancel access to VETRASPEC for any violation of the intended use of accessing VETRASPEC

4. The County's Duties and Responsibilities

A. The County will:

1. Pay the annual user fee in the amount of \$399.00, or current rate, payable to DataSpec L.L.C. (VETRASPEC's parent company); and
2. Only allow the County's authorized agents representing the veteran(s) to use VETRASPEC; and
3. Only view files associated with their county as determined by the veteran. If a veteran chooses not to be represented by their home county and chooses another county then the home county will not be able to view that file. If a veteran chooses to be represented by an entity not accredited with the NDVA then that file will not be active in VETRASPEC; and
4. Be limited to the County User level, as this is the only User permission level (access level) that is allowed at the county level; and
5. Submit all customizations to access permissions to the NDVA for approval. Requests for customization by County Users must be in writing and are recorded, and maintained by the NDVA; and
6. Only use information from these files to assist the veteran and may not use the information for any other purpose including but not limited to the following:
  - a. Recruitment for membership to organizations (even Veteran Service Organizations).
  - b. Solicitation to firms, or any other for-profit or non-profit organization seeking to do business with individuals represented by the database.
  - c. Listing names for inclusion/inscription on monuments or memorials.

5. Independent Contractors

The parties mutually agree that this Memorandum of Understanding shall not create any type of employment relationship between or among the parties. The hiring party shall be responsible for the salary and benefits payable under this Memorandum of Understanding to its own employees and those employees shall not be entitled to any salary from any other party to this Memorandum of Understanding or to benefits made available to the employees of another party, including, but not

limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its own employees, and for payment of all federal, state, local and any other payroll taxes with respect to their employees compensation. Each party agrees that it shall comply with the Fair Labor Standards Act as it relates to the payment of wages to their respective employees hired pursuant to this Memorandum of Understanding.

6. Non Discrimination

Each party agrees to comply fully with Title VII of the Civil Rights Act of 1964, as amended, The Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination in the provision of services or against any employee, any applicant for such employment, or any other person because of age, race, color, religious creed, national origin, ancestry, disability, sex or marital status. This provision shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

7. Assignment

The parties agree that they shall not assign their duties or responsibilities under this Memorandum of Understanding without receiving prior written permission of the other parties.

8. Governing Law

This Memorandum of Understanding shall be governed by and construed under the laws of the State of Nebraska, which shall be the forum for any lawsuits arising from and incident to this Memorandum of Understanding.

9. Termination

This Memorandum of Understanding may be terminated at any time by either party giving thirty (30) days written notice to the other party as follows: Notices shall be mailed by certified mail, returned receipt requested, to the other party as follows:

NDVA	Director Nebraska Department of Veterans Affairs 301 Centennial Mall S., 6 <sup>th</sup> Floor P.O. Box 95083 Lincoln, NE 68509
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SARPY County:	SARPY County Clerk 1210 Golden Gate Dr. #1130 Papillion, NE 68046
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10. Severability

If any portion of this Memorandum of Understanding is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

EXECUTED this 16 day of May, 2013, by Nebraska Department of Veterans Affairs.

By: *John Hilgert*  
John Hilgert, Director  
Nebraska Department of Veterans Affairs

EXECUTED this 7<sup>th</sup> day of May, 2013, by SARPY County, Nebraska.



BY THE BOARD OF COUNTY  
COMMISSIONERS OF SARPY COUNTY,  
NEBRASKA

By: *Jim Wan*

Attest

*Debra Houghtaling*  
Debra Houghtaling, Sarpy County Clerk

APPROVED AS TO FORM  
this 8<sup>th</sup> day of May, 2013.

*B. Moore*

County Attorney