LWIA # MOU

LOCAL MOU TEMPLATE

MEMORANDUM OF UNDERSTANDING

BETWEEN
AND
AND
Individual designated by the Local Board
Chair to lead MOU negotiations
Email address
Impartial individual designated by the Local
Board Chair to lead annual budget
negotiations
Email address

1. PARTIES TO MOU (SEC. 121 (C)(1)) (Governor's Guidelines, Section 1, Item (b))

• List the required partner providing services in the local area

• List the partner agency providing services of each required partner

Note: Please ensure abbreviations and acronyms are accurate and up to date for each required partner and partner agency.

PARTIES TO MOU	TYPED NAME
Local Workforce Innovation Board Chair	
Chief Elected Official	

REQUIRED PARTNERS AS PARTIES TO MOU	ENTITY (NOT NEGOTIATOR) Administering Program Typed Name ¹
Title I: Adult, Dislocated Worker, Youth	
Title II: Adult Education and Literacy	
Title III: Employment Programs under Wagner-Peyser	
Title IV: Rehabilitation Services	
Perkins/Post-secondary Career & Technical Education	
Unemployment Insurance	
Job Counseling, Training, Placement Services for Veterans	
Trade Readjustment Assistance (TRA)	
Trade Adjustment Assistance (TAA)	
Migrant and Seasonal Farmworkers	
Community Services Block Grant (CSBG)	
Senior Community Services Employment Program (SCSEP)	
TANF	
Second Chance	
OTHER REQUIRED PROGRAMS OFFERED IN THIS LOCAL AREA AS PARTIES TO MOU	IF MARKED YES, LIST THE ENTITY ADMINISTERING PROGRAM
National Farmworker Jobs Program Yes No	
Housing and Urban Development Employment and Training Activities	
Job Corps	
Youth Build Yes No	
ADDITIONAL PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM
2. DURATION OF AGREEMENT (Sec. 121(c)(2)(v))	(Governor's Guidelines, Section 1, Item 10)
678.500(b)(5))	(
Provide the effective date of the MOU (not the MO	
 List the agreed upon expiration date (cannot excee Confirm the purpose of the umbrella MOU 	a inree years)

3. VISION FOR THE SYSTEM (Governor's Guidelines, Section 1, Item 1(b))

¹ Insert only the name(s) of the program(s) in this space. The names of individual negotiators are not needed.

•	Describe the shared vision for the system and the role of the local board and required partners to a high-quality local workforce delivery system (vision must be consistent with Federal, State, regional, and local planning priorities, as well as the Governor's Guidelines) Outline the general steps to achieve the shared vision, including the aspects of the vision currently
	in place and a timeline of steps to implement aspects not currently in place within the current term of the MOU.
	Note: It is acceptable to describe activities that may take multiple years within the term of this MOU to work towards the vision.
[
4. SEF	VICE INTEGRATION (Illinois Service Integration: Overview and Self-Assessment Guide)
	• Identify specific steps being taken to implement strategies described in the Service Integration Action Plan within the term of this MOU.
[]
5. M	OU DEVELOPMENT (Governor's Guidelines, Section 1, Items 3-8)
•	Fully describe the process and efforts of the Local Workforce Innovation Board and required partners to negotiate the MOU
•	 To demonstrate the engagement of required partners and the Local Workforce Innovation Board, describe the process to review both draft and final commitments to: service delivery methods, service locations, and
[o shared costs.
	ME AND LOCATION OF ALL SERVICE LOCATIONS (Governor's Guidelines, Section 1, m 8(d)) (§ 678.310, § 678.315 and § 678.320)

- Provide the name and address of the comprehensive one-stop center(s) in the local service delivery system
- *Clearly identify and list any designated affiliate sites and specialized centers, clearly indicating which type of site has been designated.*²

Note: The information provided in this section must match the Illinois workNet listings.

Comprehensive One-Stop	Designated Affiliate Site(s)	Designated Specialized Center(s)			
Center(s)					
[]	[]				
	s a provided in Appendix 1 is intend	eu lo serve us u rejerence for locul			
8	<u> 2</u> <i>W</i> :				
-					
-					
0		sis of a program s services, prease			
-	•	es are provided in real time in all			
service locations d	uring all regular business hours give	n the number of FTEs committed.			
Title I (Adult, Dislocated Wo	orker and Youth) –				
Title II (Adult Education and	1 Literacy) –				
Title III (Employment Servio	es under Wager-Peyser) –				
Center(s) . DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (Sec. 121 (c)(2)(i)) (Governor's Guidelines, Section 1, Items 8(c)-(g)) (§ 678.500(b)(1)) • Complete a local service matrix provided as Appendix F. This appendix must be updated annually. (the State-level service matrix provided in Appendix F is intended to serve as a reference for local negotiations) • In the spaces provided below: • • • For each partner, describe how the committed number of FTEs will allow services to be made available during all business hours, including capacity or training of onsite staff, use of contractors and use of direct linkage ³ (as described in each partner's corresponding Direct Linkage Checklist). If there are multiple providers of a program's services, please describe each provider's method of service delivery. • Please describe how each partner will ensure services are provided in real time in all service locations during all regular business hours given the number of FTEs committed. Title I (Adult, Dislocated Worker and Youth) – Title II (Adult Education and Literacy) – Title III (Employment Services under Wager-Peyser) – Title IV (Rehabilitation Services) – Perkins/Post-Secondary Career and Technical Education –					
Perkins/Post-Secondary Car	eer and Technical Education –				
IDES/Unemployment Insura	nce (UI) –				
IDES/Job Counseling, Train	ing and Placement Services for Vet	erans –			

 $^{^{2}}$ All designated affiliate sites and specialized centers must be included in the Infrastructure Funding Agreement.

³ Be as specific as possible when describing services being provided via direct linkage. Descriptions using vague terminology, such as describing services being "provided through technology" will not be accepted as a complete and compliant description of direct linkage.

 IDES/Trade Readjustment Assistance –
Trade Adjustment Assistance (TAA) –
IDES/ Migrant & Seasonal Farmworkers (MSFW) –
National Farmworker Jobs Program (NFJP) –
Community Service Block Grant (CSBG) –
Senior Community Services Employment Program (SCSEP) –
DHS/TANF –
IDOC Second Chance –
HUD Employment and Training Activities –
Job Corps –
YouthBuild –

8.PROGRAMMATIC ACCESSIBLITY (Sec. 121 (c)(2)(iv)) (§ 678.500(b)(4))

• Describe features or methods to ensure the comprehensive one-stop center and any designated affiliate sites or specialized centers provide access to all required career services in the most inclusive and appropriate settings for each individual participant, including assuring that individuals with barriers to employment, such as individuals with disabilities, can access available services (§678.500(b)(4))

Note: Provide as much specificity as possible for each partner program

9. PHYSICAL ACCESSIBILITY (Sec. 121 (c)(2)(iv)) (§678.500(b)(4))

Describe how—through specific examples and commitments —required partners will assure the physical accessibility of the comprehensive one-stop center(s) and any designated affiliate sites or specialized centers, including the following:

- The designated service location layout supports a culture of inclusiveness
- The location is recognizable in a high-traffic area
- Access to public transportation is available within reasonable walking distance
- The location of a dedicated parking lot, with parking lot spaces closest to the door designated for individuals with disabilities

□ Please affirm that the local one-stop system will comply with all federal and State physical
inclusiveness and accessibility requirements, including the Americans with Disabilities Act (ADA) of
1990, Section 188 of WIOA, the Illinois Accessibility Code, the most recent ADA standards for
Accessible Design and the Uniform Federal Accessibility Standards, and all other applicable statutory
and regulatory requirements.

[

10. PROCUREMENT OF ONE-STOP OPERATOR (Governor's Guidelines, Section 1, Item 8(j)) (§ 678.600-635)

- 2. Name the procured one-stop operator and identify the agreed upon one-stop operator model used for each one-stop center in the local area. The operator may be a single entity (public, private, or nonprofit) or a consortium of entities (if the consortium of entities is composed of one-stop partners, it must include a minimum of three of the one-stop partners).
- 3. Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process.
- 4. Assure that the one-stop operator will not perform any of the proscribed functions (§ 678.620(b)) to avoid a conflict of interest.

By clicking on the boxes below, required partner	s in the local	l area affirm that	the one-stop	operator w	vill
not perform the following proscribed functions:					

- \Box convene system stakeholders to assist in the development of the local plan
- □ prepare and submit local plans (as required under sec. 107 of WIOA)
- \Box be responsible for oversight of itself
- \Box manage or significantly participate in the competitive selection process for one-stop operators
- □ select or terminate one-stop operators, career services, and youth providers
- □ *negotiate local performance accountability measures*
- □ develop and submit budget for activities of the Local WDB in the local area.

11. **REFERRAL PROCESS** (Sec. 121 (c)(2)(iii)) (Governor's Guidelines, Section 1, Item8(i)) (§678.500(b)(3)-(4))

- <u>In the spaces provided below</u>, address all of the following:
 - o Identify the method of making referrals for each partner
 - Identify the method of tracking referrals.
 - In the introductory paragraph of this section, describe the local one-stop operator's role and responsibilities for coordinating referrals among required partners (§678.500(b)(3)).

Please complete the Referral System matrix included on page 13 of this MOU Template.

12. SHARED DATA AND INFORMATION (Governor's Guidelines, Section I, Item 8(k))

- Describe how core program partners will share data and information and will collaborate to assure that all common primary indicators of performance for the core program partners in the local area will be collectively achieved
- Outline the service integration strategies and steps that will be taken to implement those strategies for simplifying service delivery and customers' access to services.

NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff

 \Box Please affirm that notwithstanding any other provisions in this MOU, only partners who have executed a separate data sharing agreement with IDES will have access to wage records and other confidential IDES data.

□ Please affirm that participants' Personally Identifiable Information (PII) will be kept confidential.

13. COSTS AND COST SHARING OF SERVICES (Sec. 121 (c)(2)(ii)) (Governor's Guidelines, Section 1, Item 1(c); Section 2) ((§ 678.510(a), §678.755 and §678.760)

Please complete the Infrastructure Funding Agreement (fillable spreadsheet) and submit annually with the MOU or MOU Amendment.

In the space below and following the Governor's Guidelines – Revision 3, provide the following narrative:

- 1. Affirm in the narrative that required partners negotiated infrastructure and shared local service delivery system costs specific to the applicable program year for both comprehensive one-stop centers and any affiliate or specialized centers designated by the local workforce board.
- 2. Acknowledge that the agreements are made contingent on the availability of Federal funding for each required program
- 1. Clearly identify in the narrative the time period for which the Infrastructure Funding Agreement is effective; e.g., July 1, 2019 through June 30, 2020.
- 2. Specify in the narrative whether the budget submitted represents an interim or final budget agreement.
- 3. Describe in the narrative the agreed-upon method that each partner will contribute as a proportionate share of costs to support the services and operations of the local service delivery system.
- 4. Affirm in the narrative that each required partner meets the minimum FTE commitment of .25 FTEs in each comprehensive one-stop center and each designated affiliate site.
 - a. If all required partners agree for a partner to commit to less than .25 FTE, then the local board chair may submit a waiver using the waiver request form included in

the Report of Outcomes template (Appendix G of the Governor's Guidelines – Revision 3).

- 5. Describe in the narrative whether and which staff will be cross-trained to provide services on behalf of another required partner.
 - a. For each required partner providing cross-trained staff to deliver services on behalf of another partner, confirm how the contributing partner's shared cost allocations will be reduced in correlation with the number of FTEs that will be cross-trained to provide another partner's programs.
- 6. Please describe the invoicing process and any special deadlines for determining actual costs for each partner included in this MOU (Please note that CSBG's grant cycle requires the partner to pay all actual costs by 12/31 and by 6/30 each program year).
- 7. Using the table provided below, include the following additional financial information for each required program partner:
 - *i.* Each required program partner's total cash contribution toward its proportionate share of infrastructure and local service delivery system costs for PY 2019; and
 - *ii.* The dollar amount of a 10% variance from each partner's total cash contribution in the case that actual costs exceed budgeted costs.

		Partner's Total Cash Contribution	Dollar Amount of 10% Variance (if applicable)	Partner's Total Cash Contribution <u>plus</u> 10% Variance (if applicable)
Commerce	Title IB - Adult, Youth, & Dis. Workers			
	TAA			
	CSBG			
	Title III - Wagner- Peyser			
IDES	Title III - MSFW			
IDES	Veterans Services			
	UI Comp Programs			
	TRA			
ІССВ	Title II - Adult Education			
ССВ	Career & Tech Ed - Perkins			
DHS	Title IV - Vocational Rehab			
	TANF - DHS			
Aging	SCSEP			
DOC	Second Chance			
	HUD			

	Title IC - Job Corp			
Title	e ID - National Farmworkers			
	Title ID - YouthBuild			
	Other 1			
	Other 2			
	Other 3			
	Other 4			
14. (Go	AMENDMENT PROCED vernor's Guidelines, Sections			DNS (Sec. 121 $(c)(2)(v)$)
•	Describe the procedures for occurred before the MOU's t NOTE: Ensure the MOU refl	amending the MOU hree-year expiration	annually or any tim date.	
[
15.	ADDITIONAL LOCAL PR	OVISIONS (OPTIC	ONAL) (Sec. 121(c)(2)(B)) (§678.500(c))
[]			
16.	ADDITIONAL PARTNER	S (Sec. 121 (b)(2))		
[]			
17. Iten	AUTHORITY AND SIGNA ns 28-29) (§678.500(d))	ATURES (Governor	's Guidelines, Sectio	on 1, Item 8(p); Section 5,
•	Include a statement that the i behalf of their program under		e MOU have authori	ity to represent and sign on
[]			
18.	ATTACHMENTS			

 LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS INCLUDES: CAREER SERVICES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S) OTHER PROGRAMS AND ACTIVITIES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S) SERVICE DELIVERY METHOD THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)
IDES NON-DISCLOSURE AGREEMENT
ONE-STOP OPERATING BUDGET SPREADSHEET FOR PY19
OTHER

TEMPLATE Referral System Matrix

			Ir	nstruct	ions: Ple			RAL H all par						l make	e referi	rals					
REQUIRED PARTNERS	Title I: Adult Dislocated	Title II: Adult Ed.	Title III: W-P	Title IV: Rehab. Services	Post-secondary CTE under Perkins	IJ	Veterans Services	TRA	TAA	MSFW	NFJP	CSBG	SCSEP	TANF	Second Chance	П	Job Corps	YouthBuild	Other (specify)	Other (specify)	Other (specify)
Title I: Adult, Dislocated Worker, Youth																					
Title II: Adult Education and Literacy																					
Title III: Employment Programs under Wagner-Peyser																					
Title IV: Rehabilitation Services																					
Post-secondary Career and Technical Education under Perkins																					
Unemployment Insurance																					
Job Counseling, Training and Placement Services for Veterans																					
Trade Readjustment Allowance (TRA)																					
Trade Adjustment Assistance (TAA)																					
Migrant and Seasonal Farmworkers																					
National Farmworker Jobs Program																					

TEMPLATE Referral System Matrix

	REFERRAL BETWEEN PARTNERS Instructions: Please indicate all partners to which each partner will make referrals																				
Required Partners	Title I: Adult Dislocated	Title II: Adult Ed.	Title III: W-P	Title IV: Rehab. Services	Post-secondary CTE under Perkins	IJ	Veterans Services	TRA	TAA	MSFW	NFJP	CSBG	SCSEP	TANF	Second Chance	HUD	Job Corps	YouthBuild	Other (specify)	Other (specify)	Other (specify)
Community Services Block Grant (CSBG)																					
Senior Community Services Employment Program (SCSEP)																					
TANF																					
Second Chance																					
Housing and Urban Development Employment and Training Activities																					
Job Corps																					
YouthBuild																					
Other (specify):																					
Other (specify):																					
Other (specify):																					

CAREER SERVICES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

	BASIC CAREER SERVICES											
REQUIRED PARTNERS	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non- WIOA training and education	
Title I: Adult, Dislocated Worker, Youth												
Title II: Adult Education and Literacy												
Title III: Employment Programs under Wagner- Peyser												
Title IV: Rehabilitation Services												
Post-secondary Career and Technical Education under Perkins												
Unemployment Insurance												
Job Counseling, Training and Placement Services for Veterans												
Trade Readjustment Allowance (TRA)												
Trade Adjustment Assistance (TAA)												
Migrant and Seasonal Farmworkers												
National Farmworker Jobs Program												
Community Services Block Grant (CSBG)												
Senior Community Services Employment Program (SCSEP)												
TANF												
Second Chance												
Housing and Urban Development												

	BASIC CAREER SERVICES											
REQUIRED PARTNERS	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non- WIOA training and education	
Employment and Training Activities												
Job Corps												
YouthBuild												
Other (specify):												
Other (specify):												
Other (specify):												

	INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES												
REQUIRED PARTNERS	Comprehensive and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre- vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of- area job search assistance	English language acquisition	Development of an individual employment plan	Follow-up services for participants in adult and dislocated worker programs
Title I: Adult, Dislocated Worker, Youth													
Title II: Adult Education and Literacy												[
Title III: Employment Programs under Wagner- Peyser													
Title IV: Rehabilitation Services												[
Post-secondary Career and Technical Education under Perkins												[
Unemployment Insurance												[
Job Counseling, Training and Placement Services for Veterans													

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

	INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES												
REQUIRED PARTNERS	Comprehensive and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre- vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of- area job search assistance	English language acquisition	Development of an individual employment plan	Follow-up services for participants in adult and dislocated worker programs
Trade Readjustment Allowance (TRA)													
Trade Adjustment Assistance (TAA)													
Migrant and Seasonal Farmworkers													
National Farmworker Jobs Program												[
Community Services Block Grant (CSBG)												[
Senior Community Services Employment Program (SCSEP)												[
TANF													
Second Chance													
Housing and Urban Development Employment and Training Activities													
Job Corps													
YouthBuild													
Other (specify):													
Other (specify):												[
Other (specify):													

REQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Title I (Adult, Dislocated Worker, Youth)	
Title II: Adult Education and Literacy	
Title III: Employment Programs under Wagner-Peyser	
Title IV: Rehabilitation Services	
Post-secondary Career and Technical Education under Perkins	
Unemployment Insurance	
Job Counseling, Training and Placement Services for Veterans	
Trade Readjustment Allowance (TRA)	
Trade Adjustment Assistance (TAA)	
Migrant and Seasonal Farmworkers	
National Farmworker Jobs Program	
Community Services Block Grant (CSBG)	
Senior Community Services Employment Program (SCSEP)	
TANF	
Second Chance	
Housing and Urban Development Employment and Training Activities	
Job Corps	
YouthBuild	

SERVICE DELIVERY METHOD THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

PROGRAM	SERVICES PROVIDED THROUGH Own Staff	SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH Contractor Provider	SERVICES PROVIDED THROUGH Direct Linkage
Title I (Adult, Dislocated		Services:	Services:	Services:
Worker, Youth)		Partner:	Provider:	Method:
Title II: Adult Education and		Services:	Services:	Services:
Literacy		Partner:	Provider:	Method:
Title III: Employment Programs under Wagner-Peyser		Services:	Services:	Services:
under wagner-reyser		Partner:	Provider:	Method:
Title IV: Rehabilitation Services		Services:	Services:	Services:
Services		Partner:	Provider:	Method:
Post-secondary Career and Technical Education under		Services:	Services:	Services:
Perkins		Partner:	Provider:	Method:
Unemployment Insurance		Services:	Services:	Services:
		Partner:	Provider:	Method:
Job Counseling, Training and Placement Services for		Services:	Services:	Services:
Veterans		Partner:	Provider:	Method:
Trade Readjustment Allowance (TRA)		Services:	Services:	Services:
(1101)		Partner:	Provider:	Method:
Trade Adjustment Assistance (TAA)		Services:	Services:	Services:
(174)		Partner:	Provider:	Method:
Migrant and Seasonal Farmworkers		Services:	Services:	Services:
1 annworkers		Partner:	Provider:	Method:
National Farmworker Jobs Program		Services:	Services:	Services:
riogram		Partner:	Provider:	Method:
Community Services Block Grant (CSBG)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Senior Community Services Employment Program (SCSEP)		Services:	Services:	Services:
Employment Program (SCSEP)		Partner:	Provider:	Method:

PROGRAM	SERVICES PROVIDED THROUGH Own Staff	SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH CONTRACTOR PROVIDER	SERVICES PROVIDED THROUGH Direct Linkage		
TANF		Services:	Services:	Services:		
		Partner:	Provider:	Method:		
Second Chance		Services:	Services:	Services:		
		Partner:	Provider:	Method:		
Housing and Urban Development Employment and		Services:	Services:	Services:		
Training Activities		Partner:	Provider:	Method:		
Job Corps		Services:	Services:	Services:		
		Partner:	Provider:	Method:		
YouthBuild		Services:	Services:	Services:		
		Partner:	Provider:	Method:		
Other (specify):		Services:	Services:	Services:		
		Partner:	Provider:	Method:		
Other (specify):		Services:	Services:	Services:		
		Partner:	Provider:	Method:		
Other (specify):		Services:	Services:	Services:		
		Partner:	Provider:	Method:		

IDES NON-DISCLOSURE AGREEMENT

Attachment No. 2 to Amendment No. 2 to LWIA # MOU

The Illinois Department of Employment Security ("IDES") agrees to share confidential information, as defined below, with each One-Stop Partner ("RECIPIENT") pursuant to the Memorandum of Understanding for the One-Stop Center located in Illinois Local Workforce Area # ("MOU"), solely for the limited purpose and to the extent as set forth in this Non-Disclosure Agreement ("Agreement"). IDES and the RECIPIENT are collectively referred to as the "Parties" and individually as a "Party." This Agreement is made by and between IDES and each RECIPIENT and as such this Agreement is separately and individually enforceable against each RECIPIENT.

- Executed Amendment. RECIPIENT acknowledges and agrees that by signing Amendment No. to the MOU ("Amendment") it agrees to be bound by the terms and conditions of this Agreement, which are incorporated into the MOU by the Amendment. RECIPIENT's execution of the Amendment is a prerequisite for receiving any confidential information under this Agreement.
- 2. <u>One-Stop Partner</u>. RECIPIENT affirms and acknowledges that it is a One-Stop Partner, as defined by the Workforce Innovation and Opportunity Act of 2014, as amended, (WIOA). RECIPIENT affirms and acknowledges that, except as otherwise provided herein, it will remain a Party to this Agreement as long as it continues to administer at least one federally funded employment, training or education program at an Illinois One-Stop Center, as defined by WIOA.
- 3. <u>Term and Termination.</u> The term of this Agreement shall begin upon the date of full execution of the Amendment and shall end upon the termination of the MOU. Notwithstanding any other provision to the contrary, IDES may immediately terminate or cancel this Agreement and cease providing confidential information if RECIPIENT fails to adhere to any provision set forth in this Agreement. RECIPIENT agrees that its responsibilities and duties under this Agreement, including but not limited to its obligations regarding confidentiality and data security, shall remain in effect following the termination of this Agreement.
- 4. Confidential Information.
 - a) For purposes of this Agreement, "confidential information" means all data and information in whatever form produced, prepared, observed, or received under this Agreement to the extent such information is confidential within the meaning of any governing law, regulation, or directive, including, without limitation, the Illinois statute codified at 820 ILCS 405/1900 ("Section 1900").
 - b) RECIPIENT agrees to comply with applicable laws, materials, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the confidential information, including Section 1900; which is incorporated by reference into this Agreement. Protection from unauthorized use and/or disclosure specifically includes storage in a place physically secure from access by unauthorized persons, maintaining information in electronic formats such as magnetic tapes, discs, or on servers in such a way that unauthorized persons cannot obtain the information by any means, destroying all confidential information in the manner directed

by IDES as soon as the information is no longer needed for RECIPIENT's purposes, and undertaking precautions to ensure that only authorized employees and agents have access to said confidential information.

- c) RECIPIENT agrees to instruct all personnel having access to the confidential information on the confidentiality requirements set forth in this Section and agrees to fully and promptly report any infraction to the IDES.
- d) RECIPIENT agrees that the disclosure of the confidential information to the RECIPIENT does not convey any future ownership or use rights. RECIPIENT agrees that IDES shall retain sole and exclusive ownership of the confidential information.
- e) Upon the termination of this Agreement, RECIPIENT agrees to destroy or return all confidential information in the manner directed by IDES. RECIPIENT agrees that the confidential information shall not be archived or sent to a records center and shall not be retained with personal identifiers for any period longer than the term of this Agreement.
- 5. Data Specifications.
 - a) The Parties acknowledge and agree that under this Agreement IDES will not share or provide the RECIPIENT with any information obtained from an individual or employing unit during the administration of the Illinois unemployment insurance (UI) program including, but not limited to, social security numbers, benefit records and employer's wage records.
 - b) In accordance with 56 Ill. Admin. Code 2960.120, IDES may provide RECIPIENT with non-UI information contained in the Illinois Job Link (IJL) including: (i) a customer's name, address, phone number, and/or employment history; (ii) an employer's name, address, and phone number; (iii) job order information; and (iv) other non-UI information contained in IJL, provided that disclosure of such information is not prohibited under this Agreement.
- 6. <u>Purpose and Use.</u> RECIPIENT agrees that it will use the confidential information solely for the limited purpose of administrating an employment, training or education program through an Illinois One-Stop Center in accordance with WIOA. Any dissemination or use of the confidential information other than for the purpose and use set forth in this Section without the express written authority of the Director of IDES is specifically prohibited.
- 7. <u>Indemnification.</u> To the extent authorized by law, RECIPIENT agrees to indemnify, assume all risk of loss, and hold harmless IDES from and against all liabilities, claims, suits, actions, judgments, damages and expenses related to or arising in connection with any acts or omissions of RECIPIENT in connection with this Agreement. RECIPIENT shall do nothing to prejudice the rights of IDES to recover against third parties for any loss.
- 8. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against IDES arising out of this Agreement must be filed exclusively with the Illinois Court of Claims, 705 ILCS 505/1 et seq., when said claim is within the jurisdiction of the Court of Claims.
- 9. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the Parties and supersedes all previous agreements and proposals, oral or written, regarding the matters

IDES NON-DISCLOSURE AGREEMENT

addressed herein. This Agreement may be amended upon the mutual written agreement of the Parties. In the event of conflict, this Agreement shall prevail over the MOU.

10. <u>Severability</u>. If any provision in this Agreement is held to be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.