**Attachment No. 1 to Amendment No. 2 to LWIA #     MOU**

Local MOU Template

**MEMORANDUM OF UNDERSTANDING**

**between**

**and**

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

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| * + 1. **PARTIES TO MOU (Sec. 121 (c)(1)) (Governor’s Guidelines, Section 1, Item 8(b))** |
| * *List the required partner providing services in the local area* * *List the partner agency providing services of each required partner* |
| | **Parties to MOU** | | **Typed Name** | | --- | --- | --- | | Local Workforce Innovation Board Chair | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | Chief Elected Official | |  | | **Required Partners as Parties to MOU** | | **Entity Administering Program**  **Typed Name[[1]](#footnote-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 | Yes No |  | | Job Corps | Yes No |  | | Youth Build | Yes No |  | | **Additional Partners as Parties to MOU** | | **Entity Administering Program** | |  | |  | |  | |  | |  | |  | |  | |  | |
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| * + 1. **PURPOSE AND SCOPE OF MOU (Governor’s Guidelines, Section 1, Item 1)** |
| * *Describe the general purpose and scope of the umbrella MOU* |
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| * + 1. **VISION FOR THE SYSTEM (Governor’s Guidelines, Section 1, Item 1(b))** |
| * *Describe the shared vision and commitment 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)* * *Describe which aspects of the vision are currently in place* * *Outline the steps to be taken and the general timeline for how required partners will implement any aspects of the vision that are not yet in place* |
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| * + 1. **MOU DEVELOPMENT (Governor’s Guidelines, Section 1, Items 2-8)** |
| * *Fully describe the process and efforts of the Local Workforce Innovation Board and required partners to negotiate the MOU* * *Confirm whether all required partners participated in negotiations* * *Explain the process to be used if consensus on the MOU is not reached by partners* |
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| * + 1. **NAME AND LOCATION OF COMPREHENSIVE ONE-STOP CENTER(S) (Governor’s Guidelines, Section 1, Item 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* * *Where applicable list the designated affiliated sites and/or specialized centers* * *Define any other operating titles that the local area assigns to each center*   *Note: The information provided in this section must match the Illinois Workforce Development System (IWDS) and Illinois workNet listings* |
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| * + 1. **DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (Sec. 121 (c)(2)(i)) (Governor’s Guidelines, Section 1, Item 8(e)-(g)) (§ 678.500(b)(1))** |
| * *Complete a local service matrix (the State-level service matrix provided in Appendix F is intended to serve as a reference for local negotiations) illustrating local methods of service delivery, which includes:*   + *Career services to be provided by each required partner in each comprehensive one-stop center*   + *Other programs and activities to be provided by each required partner*   + *Method of delivery for each service provided by each required partner (e.g., staff physically present, cross-trained staff, direct linkage technology)* * *In the spaces provided below:*   + *In the introductory paragraph of this section, describe the required partners’ combined commitment to integration and “manner in which the services will be coordinated and delivered through the system” (§ 678.500(b)(1))*   + *In the spaces below designated for each required partner, describe each partner’s commitment to coordinated service delivery and explain how the services provided and the method of service delivery (as documented in the local service matrices) illustrate that commitment*   + *For each required partner below, describe the location(s) at which services of each required partner will be accessible* |
| **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** –  **IDES/Unemployment Insurance** **(UI)** –  **IDES/Job Counseling, Training and Placement Services for Veterans** –  **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** – |
| * + 1. **PROCUREMENT OF ONE-STOP OPERATOR (Governor’s Guidelines, Section 1, Item 8(j)) (§ 678.600-635)** |
| * *Name the procured one-stop operator* * *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* * *Assure that the one-stop operator will not perform any of the proscribed functions (§ 678.620(b)) to avoid a conflict of interest*   *Note: One-stop operator designation takes effect July 1, 2017 (§ 678.635)* |
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| * + 1. **REFERRAL PROCESS (Sec. 121 (c)(2)(iii)) (Governor’s Guidelines, Section 1, Item8(i)) (§678.500(b)(3)-(4))** |
| * *In the spaces provided below, address all of the following:* * *In the introductory paragraph of this section, describe local one-stop operator’s role and responsibilities for coordinating referrals among required partners (§678.500(b)(3))* * *In the spaces below designated for each required partner, each partner must list the other programs to which it will make referrals and the method(s) of referral to each partner; for example, in the Title I box, Title I will list all other programs to which it will refer clients and the method(s) of referral for each* * *Identify the method of tracking referrals*   *Note: Local areas must be as specific as possible when describing the differences in referral methods between partner programs. DOL has expressed concern about this area in the past.* |
| **Title I (Adult, Dislocated Worker and Youth)** –  **Title II (Adult Education and Family Literacy)** –  **Title III (Employment Services under Wager-Peyser)** –  **Title IV (Rehabilitation Services)** –  **Perkins/Post-Secondary Career and Technical Education** –  **IDES/Unemployment Insurance** **(UI)** –  **IDES/Job Counseling, Training and Placement Services for Veterans** –  **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** – |
| * + 1. **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), including the following:*   * *The comprehensive one-stop center’s layout supports a culture of inclusiveness* * *The location of the comprehensive one-stop center 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* |
|  |
| * + 1. **PROGRAMMATIC ACCESSIBLITY (Sec. 121 (c)(2)(iv)) (§ 678.500(b)(4))** |
| * *Describe how the comprehensive one-stop center provides access to all required career services in the most inclusive and appropriate settings for each individual participant* * *Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities, can access available services (§678.500(b)(4))* * *Explain how services will be provided using technology that is actually available and in accordance with the “direct linkage” requirement under WIOA*   *Note: Provide as much specificity as possible for each partner program* |
|  |
| * + 1. **DATA SHARING (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* * *Provide assurances that participants’ Personally Identifiable Information (PII) will be kept confidential* * *In each description, cite specific examples of required partners demonstrating a commitment to integration in the local area*   *NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff* |
|  |
| * + 1. **COSTS AND COST SHARING OF SERVICES (Sec. 121 (c)(2)(ii)) (Governor’s Guidelines, Section 1, Item 1(c); Section 2) (§678.755 and §678.760)** |
| *Using the Infrastructure Funding Agreement (fillable spreadsheet)*   1. *Complete the FTE Calculations tab of the Infrastructure Funding Agreement for each comprehensive one-stop center, as well as for each affiliate or specialized center designated by the local workforce board and at which required partners agree to provide services.*    1. *For partners whose staff will be cross-trained to provide services of another partner’s program:*       1. *Identify the FTE commitments being made to provide services on behalf of another required partner at the comprehensive one-stop center or affiliate or specialized center.*       2. *Enter that FTE commitment into the “FTE Calculations” tab specific to that service location.*    2. *For partners whose services are being provided by another partner’s cross-trained staff:*       1. *Identify an FTE commitment that corresponds with the required partner providing the services on your behalf.*       2. *Enter that FTE commitment into the “FTE Calculations” tab specific to that service location.* 2. *Complete a “Cost Allocation” tab for each service location. Note that infrastructure costs will be completed for each service location, including comprehensive one-stop centers and any affiliated or specialized center designated by the local workforce board.*     1. *For each service location, identify the agreed-upon amount that each required partner will contribute toward infrastructure costs to operate that service location. (Infrastructure costs must be negotiated on an annual basis.)*    2. *For the entire local service delivery system, specify the agreed-upon amount of the shared local system costs that each required partner will contribute. (Shared local system costs must be negotiated on an annual basis.)*    3. *In the Shared Delivery System Costs section of each “Center” tab, identify the cost of the one-stop operator in the designated line item.*       1. *If required partners have selected either a single entity or a consortium to perform one-stop operator functions, then enter the cost of the competitively procured one-stop operator in the designated cell of Column B and each partner’s share of the total cost in that row.*       2. *If required partners have opted not to share the cost of the one-stop operator and instead will provide in-kind personnel to perform the one-stop-operator functions, then enter the total agreed-upon value of the in-kind personnel in the designated line item of Column B, and each partner’s share of the total cost in the row for “less in-kind staffing.”*       3. *Explain the in-kind staffing contribution in the “Notes” section of the spreadsheet (which must align with Section 12 of the MOU narrative).*       4. *Name the one-stop operator model (consortium, single entity or other). If the operator model is a consortium, provide the names of the entities that comprise the consortium.* 3. *Approve the agreed-upon, annual Infrastructure Funding Agreement through the MOU amendment procedures described in this MOU, Section 13, including signatures.*   *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. *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.* 3. *Specify in the narrative whether the budget submitted represents an interim or final budget agreement.* 4. *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.* 5. *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.*    1. *If a required partner commits to less than .25 FTEs in any service location, then a waiver must be submitted using the waiver request form included in the Report of Outcomes template (Appendix G of the Governor’s Guidelines – Revision 3).* 6. *Describe in the narrative whether and which staff will be cross-trained to provide services on behalf of another required partner.*    1. *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.* 7. *Complete an “Outcome Report for Annual Budget Negotiations for PY19 (Appendix Item G of the Governor’s Guidelines – Revision 3)” and submit the completed form with a draft one-stop operating budget to the individual designated by the Governor by April 15, 2019.* 8. *Submit the following to the individual designated by the Governor by June 30, 2019:*     1. *Amended Section 6*    2. *Amended Section 12*    3. *Any other sections of the MOU that are amended*    4. *One-stop operating budget*    5. *All required partner signatures*    6. *Cover Page for Submittal of MOU Amendments and Annual One-Stop Operating Budgets (Appendix Item H of the Governor’s Guidelines – Revision 3)* 9. *Using the table provided below, include the following additional financial information for each required program partner:*    1. *Each required program partner’s total cash contribution toward its proportionate share of infrastructure and local service delivery system costs for PY 2019; and*    2. *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**  **from Total Cash Contribution displayed as Partner’s Total Cash Contribution plus 10% Variance (if applicable)** | | **Commerce** | **Title IB - Adult, Youth, & Dis. Workers** |  |  | | **TAA** |  |  | | **CSBG** |  |  | | **IDES** | **Title III - Wagner-Peyser** |  |  | | **Title III - MSFW** |  |  | | **Veterans Services** |  |  | | **UI Comp Programs** |  |  | | **TRA** |  |  | | **ICCB** | **Title II - Adult Education** |  |  | | **Career & Tech Ed - Perkins** |  |  | | **DHS** | **Title IV - Vocational Rehab** |  |  | | **TANF - DHS** |  |  | | **Aging** | **SCSEP** |  |  | | **DOC** | **Second Chance** |  |  | | **HUD** | |  |  | | **Title IC - Job Corp** | |  |  | | **Title ID - National Farmworkers** | |  |  | | **Title ID - YouthBuild** | |  |  | | **Other 1** | |  |  | | **Other 2** | |  |  | | **Other 3** | |  |  | | **Other 4** | |  |  | |
| * + 1. **AMENDMENT PROCEDURES (Sec. 121 (c)(2)(v)) (Governor’s Guidelines, Section 5) (§ 678.500(b)(5))** |
| *Describe amendment procedures, including annual negotiation of infrastructure and shared system costs to address the following:*   * *The amount of notice a partner agency must provide the other partners to make amendments* * *The procedures for informing other partners of the pending amendment* * *The circumstances under which the local partners agree the MOU must be amended* * *The procedures for amending the MOU to incorporate the final approved budget on an annual basis* * *The procedures for terminating the MOU or a specific partner’s participation in the MOU* * *The process for resolving any disputes that evolve after the agreement is reached*   *NOTE: Ensure the MOU reflects the most recent date as amendments are approved* |
|  |
| * + 1. **RENEWAL PROVISIONS (Sec. 121(c)(2)(v)) (Governor’s Guidelines, Section 1, Item 10) (§ 678.500(b)(6))** |
| *Provide the process and timeline in which MOU will be reviewed, including:*   * *Explain the renewal process, which must occur at a minimum of every three years* * *Describe the required renewal process if substantial changes occur before the MOU’s three-year expiration date*   *NOTE: Ensure the MOU reflects the most recent date as renewals are approved* |
|  |
| * + 1. **ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (Sec. 121(c)(2)(B)) (§678.500(c))** |
|  |
| * + 1. **ADDITIONAL PARTNERS (Sec. 121 (b)(2))** |
|  |
| * + 1. **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* * *List the agreed upon expiration date (cannot exceed three years)* |
|  |
| * + 1. **AUTHORITY AND SIGNATURES (Governor’s Guidelines, Section 1, Item 8(p); Section 5, Items 28-29) (§678.500(d))** |
| * *Include a statement that the individuals signing the MOU have authority to represent and sign on behalf of their program under WIOA* |
|  |
| * + 1. **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** |

**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 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** | **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 |  |  |  |  |  |  |  |  |  |  |  |  |
| 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): |  |  |  |  |  |  |  |  |  |  |  |  |

**Other Programs and Activities Available through the Local Comprehensive One-Stop Center(s)**

| **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 Worker, Youth) |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Title II: Adult Education and Literacy |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Title III: Employment Programs under Wagner-Peyser |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Title IV: Rehabilitation Services |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Post-secondary Career and Technical Education under Perkins |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Unemployment Insurance |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Job Counseling, Training and Placement Services for Veterans |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Trade Readjustment Allowance (TRA) |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Trade Adjustment Assistance (TAA) |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Migrant and Seasonal Farmworkers |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| National Farmworker Jobs Program |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Community Services Block Grant (CSBG) |  | Services: | Services: | Services: |
| Partner: | Provider: | Method: |
| Senior Community Services Employment Program (SCSEP) |  | Services: | Services: | Services: |
|  | Partner: | Provider: | Method: |
| TANF |  | Services: | Services: | Services: |
|  | Partner: | Provider: | Method: |
| Second Chance |  | Services: | Services: | Services: |
|  | Partner: | Provider: | Method: |
| Housing and Urban Development Employment and Training Activities |  | Services: | Services: | Services: |
|  | 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: |

**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”)** pursuantto 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.

1. 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. One-Stop Partner. 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. Term and Termination. 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.
   1. 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”).
   2. 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.
   3. 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.
   4. 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.
   5. 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.
   1. 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.
   2. 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.

1. Purpose and Use. 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.
2. Indemnification. 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.
3. Governing Law. 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.
4. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all previous agreements and proposals, oral or written, regarding the matters 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.
5. Severability. 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.

1. Insert only the name(s) of the program(s) in this space. The names of individual negotiators are not needed. [↑](#footnote-ref-1)