**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 (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 | |  | | 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 (Not Negotiator) 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. **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 MOU Amendment).* * *List the agreed upon expiration date (cannot exceed three years).* * *Confirm the purpose of the umbrella MOU.* | | |
| The effective date of the original MOU:  The effective date of the MOU Amendment:  Termination date of the MOU:  Purpose of the umbrella MOU:  An additional explanation of the MOU: | | |
| * + 1. **VISION FOR THE SYSTEM** **(Governor’s Guidelines, Section 1, Item 1(b))** | | |
| * *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)**.* | | |
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| * + 1. **SERVICE INTEGRATION (**[Illinois Service Integration: Overview and Self-Assessment Guide](https://www.illinoisworknet.com/DownloadPrint/Service%20Integration%20Self-Assessment%20Guide%2008.27.19.pdf)**)** | | |
| * *Identify commitments that required partners will make within the term of this MOU to implement strategies described in the area’s Service Integration Action Plan, which is hereby incorporated into this MOU.*   *Note that this section will change in future years of the MOU as more state guidance becomes available.* | | |
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| * + 1. **MOU 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, including draft and final versions of MOUs and annual amendments.* * *Explain the process to be used if consensus on the MOU is not reached by partners during MOU negotiations.* * *Explain the process and roles for conflict resolution in daily operations, including the protocol and authority of each entity in decision-making (e.g., leaseholders, one-stop operators, LWIB, State program administrators and local program partners).* | | |
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| * + 1. **NAME AND LOCATION OF ALL SERVICE LOCATIONS** **(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.* * *Clearly identify and list any designated affiliate sites and specialized centers, clearly indicating which type of site has been designated.[[2]](#footnote-2)*   *Note: The information provided in this section must match the Illinois Workforce Development System (IWDS) and Illinois workNet listings.* | | |
| Comprehensive One-Stop Center(s) | Designated Affiliate Sites | Designated Specialized Centers |
| * + 1. **DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES** **(Sec. 121 (c)(2)(i)) (Governor’s Guidelines, Section 1, Items 8(e)-(g)) (§ 678.500(b)(1))** | | |
| * *In the spaces provided below:*   + *Explain the programs and services that correlate with the boxes checked in the Career Service Matrices.*   + *For each program, describe the staffing plan around which services will be provided by in-person staff, cross-trained partner staff (included the partner’s name) or contract provider (include the provider’s name), or direct linkage (include the specific method of direct linkage).*   + *Describe how each required program’s services are provided in real time in all service locations during all regular business hours.* | | |
| **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. **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)).* * *Describe any specific human or financial commitments partners are making to coordinate the customer experience through a physical or virtual front door. Examples include: using career navigators, customer advocates, cross-program knowledge, frontline training, accessible technology or other support systems.*   *Note: Provide as much specificity as possible for each commitment made as a local workforce system, including whether individual partners are making a specific human or financial commitment to carry out that local system approach.* | | |
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| * + 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) 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)** | | |
| *[NOTE: Ensure that the following content agrees with and aligns to the budget spreadsheet and notes.]*   * *Name the procured one-stop operator and identify the agreed-upon one-stop operator model 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).* * *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.* * *Describe the payment provisions, including the term, frequency and method of payment for one-stop operator services.* * *For each shared cost center, state the total cost of the one-stop operator and the required partners which are contributing to that cost.* * *For each shared cost center, explain the method of contribution(s) (e.g. cash, non-cash, in-kind) each required partner is contributing to the cost of the one-stop operator. Example: A consortium partner contributes a non-cash contribution in the amount of the market value for specific services under the One-Stop Operator Agreement.* | | |
| *By clicking on the boxes below, required partners in the local area affirm that the one-stop operator will not perform the following proscribed functions:*  *convene system stakeholders to assist in the development of the local plan*  *prepare and submit local plans (as required under sec. 107 of WIOA)*  *be responsible for oversight of itself*  *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.* | | |
| 1. **REFERRAL PROCESS (Sec. 121 (c)(2)(iii)) (Governor’s Guidelines, Section 1, Item8(i)) (§678.500(b)(3)-(4))** | | |
| * *Describe the local one-stop operator’s role and responsibilities for coordinating referrals among required partners (§678.500(b)(3)).* * *Complete the Referral System matrix included on page 11 of this MOU Template.* | | |
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| 1. **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.*   *NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff.* | | |
| 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. | | |
| 1. **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 4, 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, 20XX through June 30, 20XX.* 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 all required partners agree for a partner to commit to less than .25 FTE, then the local board may submit a waiver using the waiver request form included in the Report of Outcomes template (Appendix G of the Governor’s Guidelines – Revision 4).* 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. *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 within 30 days of the partner’s 12/31 invoicing deadline and within 30 days of its 6/30 invoicing deadline each program year).*   *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; 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**  **(if applicable)** | **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** | |  |  |  | | | |
| In accordance with the State Finance Act (30 ILCS 105/30), this MOU is contingent upon and subject to the availability of funds. A State Agency Partner may terminate or suspend this MOU, in whole or in part, without penalty or further payment being required, if (i) the funds to which this MOU commits a State Agency Partner have not been appropriated or otherwise made available to the State Agency Partner by the State or the Federal funding source, (ii) the Governor or a State Agency Partner reserves funds, or (iii) the Governor or a State Agency Partner determines that funds will not or may not be available for payment. The State Agency Partner shall provide notice, in writing, to the other Partners of any such funding failure and its election to terminate or suspend this MOU as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of written notice unless otherwise indicated.  All required partners a party to this MOU acknowledge that the ability of any partner to contribute its agreed contribution to the One-Stop costs is contingent on the availability of State and/or federal funding for its respective program(s). | | |
| 1. **AMENDMENT PROCEDURES AND RENEWAL PROVISIONS** **(Sec. 121 (c)(2)(v)) (Governor’s Guidelines, Sections 5 & 6) (§ 678.500(b)(5)(6))** | | |
| * *Describe the procedures for amending the MOU with an annual one-stop operating budget with Infrastructure Funding Agreement.* * *Describe the procedures for amending the MOU any time substantial changes have occurred before the MOU’s three-year expiration date.*   *NOTE: Ensure the MOU reflects the most recent date as amendments and renewals are approved.* | | |
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| 1. **ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (Sec. 121(c)(2)(B)) (§678.500(c))** | | |
|  | | |
| 1. **ADDITIONAL PARTNERS (Sec. 121 (b)(2))** | | |
|  | | |
| 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.* | | |
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| 1. **ATTACHMENTS** | | |
| Each Party acknowledges and agrees that the Attachments listed in this Section are attached hereto and incorporated into this MOU. Further, each Party acknowledges and agrees that by signing this MOU it agrees to be bound by the terms and conditions of the 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**  **Current One-Stop Operator Agreement**  **Other** | | |

| **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 | UI | Veterans Services | TRA | TAA | MSFW | NFJP | CSBG | SCSEP | TANF | Second Chance | HUD | 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 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Community Services Block Grant (CSBG) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Senior Community Services Employment Program (SCSEP) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TANF |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Second Chance |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Housing and Urban Development Employment and Training Activities (HUD) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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 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 |  |

**Attachment 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, effective on July 1, 2022 and ending on June 30, 2025, 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 IDES 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. MOU. RECIPIENT acknowledges and agrees that by signing the MOU it agrees to be bound by the terms and conditions of this Agreement, which are attached to and incorporated into the MOU. RECIPIENT’s execution of the MOU is a prerequisite for receiving any confidential information under this Agreement. In the event of conflict, this Agreement shall prevail over the MOU
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 MOU 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. 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)
2. All designated affiliate sites and specialized centers must be included in the Infrastructure Funding Agreement. [↑](#footnote-ref-2)