

## MEMORANDUM OF UNDERSTANDING

between  
*Chicago Cook Workforce Partnership*  
 and  
*WIOA Partners*

### I. PARTIES TO MOU (Sec. 121 (c)(1)) (Governor’s Guidelines, Section 1, Item (d))

- *Identify the programs covered by the agreement*
- *List the authorized representative of each required core partner and each local partner who shall negotiate and sign the MOU*

Agency Name	Required Program	Authorized Signatory
A Safe Haven - West	Adult Education	Tina Raymond Carter
Albany Park Community Center	Adult Education	Ewa Kulas
Asian Human Services	Adult Education	Barth Landor
Association House	Adult Education	Julie Rodriquez
Centro Romero	Adult Education	Dena Giacometti
Chinese Mutual Aid Association	Adult Education	Gisella Faggi
Daley College	Adult Education	Victor Castillo
Greater West Town Training Partnership	Adult Education	William J. Leavy
Harper College	Adult Education	Andrea Fiebig
Heartland Human Care Services	Adult Education	Jay Landau
Howard Area Community Center	Adult Education	Melanie Sampson
Instituto del Progreso Latino	Adult Education	Juan Salgado
Jane Addams Resource Corporation	Adult Education	Emily Doherty
Kennedy King College	Adult Education	Chadra Lang
Literacy Chicago	Adult Education	Richard Dominguez
Malcolm X College	Adult Education	Pamela Lynch
Moraine Valley College	Adult Education	Dr. Sylvia Jenkins
Morton College	Adult Education	Tom Pierce
National ABLE Network	Adult Education	Andi Drileck
National Latino Education Institute	Adult Education	Joseph R. Cali
Oakton Community College	Adult Education	Linda Davis
Olive Harvey College	Adult Education	Rob Reimer
Polish American Association - South	Adult Education	Elzbieta Chrzanowska
Prairie State College	Adult Education	Kim Kunce
Pui Tak Center	Adult Education	David Wu
Safer Foundation	Adult Education	Durant Freeman
South Suburban College	Adult Education	Dr. Lynette Stokes
St. Augustine College - North	Adult Education	Norman Ruano
Triton College	Adult Education	Dr. Virginia A. Cabasa-Hess
Truman College	Adult Education	Armando Mata

Universidad Popular	Adult Education	Abraham Celio
World Relief Chicago	Adult Education	Michael Molina
Wright College	Adult Education	Jeff Tinley

<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Harold Washington College	Career and Technical Education	Meredith Sparks Ament
Harper College, Dean, Career and Technical Education	Career and Technical Education	Mary Beth Ottinger
Harry S. Truman College	Career and Technical Education	Meredith Sparks Ament
Kennedy-King College	Career and Technical Education	Meredith Sparks Ament
Malcolm X College	Career and Technical Education	Meredith Sparks Ament
Moraine Valley Community College	Career and Technical Education	Dr. Sylvia Jenkins
Morton College, Perkins Administrator	Career and Technical Education	Ellen Crowe
Oakton Community College, Assistant VP for Academy Affairs	Career and Technical Education	Michael Carr
Olive Harvey College	Career and Technical Education	Meredith Sparks Ament
Prairie State College, Perkins Administrator	Career and Technical Education	Patty Zuccarello
Richard J. Daley College	Career and Technical Education	Meredith Sparks Ament
South Suburban College, Perkins Administrator	Career and Technical Education	Dr. Lynette Stokes
Triton College, Chief Academic Officer	Career and Technical Education	Doug Olson
Wilbur Wright College	Career and Technical Education	Meredith Sparks Ament

<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Illinois Department of Employment Security Chief of Staff	Department of Employment Security	Jim McDonough
Illinois Department of Employment Security EI&A Manager	Department of Employment Security	Evelina Loescher

<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Department of Human Services	Illinois Department of Employment Security - Division of Rehabilitation Services	James T. Dimas

<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
CEDA Cook	Department of Commerce - Community Services Block Grant	Granada Williams
Chicago Department of Family and Support Services	Department of Commerce - Community Services Block Grant	Lorrie Walls

<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Department of Human Services - Division of Family and Community Services	Department of Human Services - Division of Family and Community Services (TANF)	James T. Dimas

Department of Human Services - Division of Family and Community Services	Department of Human Services - Division of Family and Community Services (TANF)	James T. Dimas
<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Central States SER - SCSEP	Department on Aging - Senior Community Service Employment Program (SCSEP)	Elisa Rafinski
Easter Seals	Department on Aging - Senior Community Service Employment Program (SCSEP)	Keith Flowers
NAPCA - SCSEP Project Director	Department on Aging - Senior Community Service Employment Program (SCSEP)	Bob Zhou
NAPCA - SCSEP Project Director	Department on Aging - Senior Community Service Employment Program (SCSEP)	Nancy Jih
National Able Network, State SCSEP Grantee	Department on Aging - Senior Community Service Employment Program (SCSEP)	Grace Powers
SSA - Catholic Charities of the Archdiocese of Chicago, Project Director	Department on Aging - Senior Community Service Employment Program (SCSEP)	Stephanie Johnigan
<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Department of Corrections	Second Chance Act	Fernando Chavarria
<b>Agency Name</b>	<b>Required Program</b>	<b>Authorized Signatory</b>
Paul Simon Chicago Job Corps	Job Corps	Laura Fautsch

## **ARTICLE II**

### **Purpose and Scope**

#### A. General Scope

This Memorandum of Understanding (MOU) describes the commitment of the Workforce Innovation and Opportunity Act (WIOA) partners to provide integrated delivery of federally-funded workforce services in Local Workforce Innovation Area 7 (LWIA 7), including services at the comprehensive one-stop centers identified in Section V of this MOU.

#### B. Purpose

The purpose of this MOU is to define the workforce services WIOA required partners will provide in LWIA 7, the methods partners will use to provide these services and the roles and responsibilities of all partners related to service delivery. The LWIA 7

Local Workforce Innovation Board (LWIB) and partners enter into the agreement with the following general objectives to:

1. Implement the vision for the regional one-stop delivery system;
2. Determine the amount of contribution by each partner for infrastructure and shared system costs to support the regional one-stop delivery system;
3. Establish procedures and tracking methods for referrals between partners;
4. Provide assurance of physical and programmatic accessibility, specifically addressing adults, individuals with disabilities, dislocated workers, youth and individuals with barriers to employment;
5. Explain data sharing methods between partners at the local level to measure achievement of performance goals;
6. Describe the process by which disputes will be resolved; and identify the manner in which this agreement may be amended, modified and renewed.

WIOA Section 121 requires The Chicago Cook Workforce Innovation Board (LWIB) to sign an agreement with all WIOA Required Partners. This MOU sets forth agreements for creating cooperative working relationships among the mandatory partners and the LWIB, who agree to abide by these terms while complying with regulatory and statutory provisions of the Workforce Innovation and Opportunity Act and other applicable laws.

### **Commitment to Partnership**

Under the oversight umbrella of LWIB, the consortium of Partners serve as the operators of the Chicago Cook Comprehensive One-Stop Center system and jointly agree to continue to make the necessary investments to support the new vision and guiding principles of WIOA, and to operate within the system's local governance structure. This includes continuing a process for decision-making by Center-Level Teams, the Cook County WIOA Partners Team, and the LWIB Service Delivery Committee (with final recommendation to the LWIB Executive committee/full LWIB).

## **ARTICLE III**

### **Vision for the System**

This MOU supports the vision to ensure collaboration among education, workforce, economic development and required partners as they provide program participants with the ability to move along their chosen career pathways, leading to high paying jobs in growing sectors of the economy that offer long-term opportunities for stable employment and ultimately assist businesses in Illinois to be competitive in a global economy.

**ARTICLE IV**

**MOU Development**

For purposes of this MOU, each partner expressly agrees to participate in good faith negotiations to reach a consensus. All partners will use the prescribed process in the Governor’s Guidelines to achieve integration of program and service goals of WIOA. Active involvement and equal opportunity to provide input by all core and required partners was demonstrated in the MOU negotiation process and is reflected in the MOU.

Results of this MOU negotiation will be reported to the Office of the Governor through Appendix Item 9 of the governor’s Guidelines.

**ARTICLE V**

**Description of Comprehensive One-Stop Services**

The service matrices included in the Governor’s Guidelines (Appendix Item 3 and 4) were used as a starting point for development of a local service matrix which is attached to and incorporated into this MOU.

**ARTICLE VI**

**Procurement of One-Stop Operator**

As the fiscal agent designated by the Mayor of Chicago and the President of the Cook County Board, The Chicago Cook Workforce Partnership (The Partnership) performs the following functions that are prohibited for the one-stop center operator(s): convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; 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; and develop and submit a budget for activities to the LWIB in the LWIA.

Therefore, the LWIA 7 WORKFORCE INNOVATION BOARD has procured ten (10) ONE-STOP OPERATORS to act as the One-Stop Center Operators for LWIA 7. These newly procured center operators will be in place by or before July 1, 2016. The following chart enumerates the center operators who were procured and are in place on this date:

<b>Chicago Cook Comprehensive One Stop Center at Pilsen</b>	1700 W. 18 <sup>th</sup> Street, Chicago, IL 60608	National Able Network
<b>Chicago Cook Comprehensive One Stop Center at Chicago Heights</b>	Prairie State College, ATOC Building, 202 South Halsted, Chicago Heights, Il 60411	National Able Network

<b>Chicago Cook Comprehensive One Stop Center at Maywood</b>	1701 S. First Avenue, Maywood, IL 60153	Employment & Employer Services, Inc.
<b>Chicago Cook Comprehensive One Stop Center at Arlington Heights</b>	723 W. Algonquin Road, Arlington Heights, IL 60005	Business & Career Services, Inc.
<b>Chicago Cook Comprehensive One Stop Center at Northside</b>	5060 N. Broadway, Chicago, IL 60640	ResCare Workforce Services
<b>Chicago Cook Comprehensive One Stop Center at Mid-South</b>	Martin Luther King Human Services Center, Room 209, 4314 S. Cottage Grove, Chicago, IL 60653	Employment & Employer Services, Inc.

In this role, LWIA 7 ONE-STOP OPERATORS will perform the following functions:

**A. Job Seeker Services**

All WIOA Partners agree to make available job seeker services at centers, in accordance with each Partner’s authorizing legislation. Partners also agree to make available other program services supporting job readiness and job retention to the extent specified by funding agreements and capacity.

**B. Employer Services**

All WIOA Partners agree, in accordance with each Partner’s authorizing legislation, to make improving business service delivery a priority in terms of meeting the workforce needs of high demand industries. The Business Services Teams (BSTs) at the Chicago Cook One-Stop Centers will be led by The Partnership’s Business Relations and Economic Development Unit (BRED Unit) in supporting the local and regional business community’s growth and stability by leveraging economic and workforce development strategies and resources. The BST and BRED approach toward business is to identify specific workforce needs and leverage public resources and services in order to meet those needs in a timely and effective manner. Available services and resources offered include but are not limited to: labor market information, hiring fairs, on-site recruitment, job candidate pre-screening, basic skills training, on-the-job training (OJT), customized training, fidelity bonding, tax incentives, and information on hiring people with disabilities.

**C. Referral Services**

All Partners agree, in accordance with each partners’ authorizing legislation, to use the referral process with customers, and an inter-agency referral process between the Partners and any other appropriate and qualified providers will be used. This referral system includes accountability between Partners that provides referral outcome information exchanges between the Partners.

The use of technology to make referrals (e.g. through Career Connect) more efficient and effective is encouraged.

## ARTICLE VII

### **Name and Location of Comprehensive One-Stop Centers(s)**

This MOU covers service delivery and related costs associated with the following comprehensive one-stop centers. The Partnership and the WIOA Partners recognize two designations, comprehensive and affiliate, as defined below.

#### **A. Comprehensive One-Stop Centers**

Comprehensive One Stop Centers are defined by this MOU as those centers where all customers are provided access to core & required Partners. All comprehensive centers must pass the State certification procedures. The Chicago Cook County Comprehensive One-Stop Centers listed below are designated as comprehensive sites.

The WIOA Required Partners agree to participate in the following comprehensive Chicago Cook County One-Stop Centers:

**Chicago Cook Comprehensive One-Stop Center at Pilsen**, 1700 W. 18<sup>th</sup> Street, Chicago, IL 60608

**Chicago Cook Comprehensive One Stop Center at Chicago Heights**, Prairie State College, ATOC Building, 202 South Halsted, Chicago Heights, IL 60411

**Chicago Cook Comprehensive One-Stop Center at Maywood**, 1701 S. First Avenue, Maywood, IL 60153

**Chicago Cook Comprehensive One- Stop Center at Arlington Heights**, 723 W. Algonquin Road, Arlington Heights, IL 60005

**Chicago Cook Comprehensive One-Stop Center at Northside**, 5060 N. Broadway, Chicago, IL 60640

**Chicago Cook Comprehensive One-Stop Center at Mid-South**, 4314 S. Cottage Grove, Chicago, IL 60653

**B. Affiliate Centers**

Affiliate Centers are defined by this MOU as One-Stop centers, other than comprehensive One-Stops, which may provide one or more WIOA partner services, but not all WIOA required partner services, available at one location.

IDES Employment Office, 16845 Halsted St, Harvey, IL 60426

IDES Employment Office, 5608 W 75th Place, Burbank, IL 60459

Southwest Workforce Center, 7500 S. Pulaski, Chicago IL 60652

IDES Employment Office, 1515 E 71st St, Chicago, IL 60619

**ARTICLE VIII**

**Costs and Cost Sharing of Services**

The partners agree to share proportionately in the costs of the local one-stop delivery system. These costs include shared system costs for service delivery and infrastructure costs associated with the comprehensive one-stop center(s) identified in Section VII.

Shared System Costs are non-infrastructure costs to which required program partners must contribute. These shared costs may include the cost of shared services authorized for an individual participant, such as intake and assessment costs, as well as shared costs of local board functions. In-kind contributions to shared system costs are permissible.

Infrastructure Costs are non-personnel costs that are necessary for the general operation of a comprehensive one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities) and technology to facilitate access to the one-stop center, including the centers planning and outreach activities.

Per the Governor’s Guidelines, local comprehensive one-stop center infrastructure costs and local one-stop delivery system costs to be shared among all core and required partners are defined in the Standard Budget Format for Shared Costs (Appendix Item 6 of the Governor’s Guidelines).

The allocation of costs among required partners was based on the following method:

- Full-time equivalents as encouraged by the Governor’s Guidelines

In the case of a dispute, all partners agree to comply with the Illinois Workforce Innovation Board’s (IWIB) MOU Conflict Resolution Procedure for Memoranda of Understanding to resolve their differences. The State’s Conflict Resolution Procedure for Memorandum of Understanding Impasse is outlined in the June 26, 2000 memorandum (GOV-009).

However, nothing in this Article or MOU shall require the partners to submit a thirty (30) day cancelation of this entire MOU to conflict resolution or binding arbitration. The LWIA 7 WORKFORCE INNOVATION BOARD and all WIOA partners shall adhere to the following conflict resolution process for disputes arising out of any provision of this MOU:



- A. The involved partners shall first attempt to resolve their dispute(s) informally within ten (10) business days of the dispute.
- B. In the event that the involved partners' informal resolution efforts are unsuccessful, the dispute(s) shall be reduced to writing and referred to the Center Level Operations Teams, which is the first level of authority within the Chicago Cook Comprehensive One Stop Center system. A meeting will be held at this level with the involved partners to resolve the dispute(s) within seven (7) business days from the date of referral.
- C. If efforts to resolve the dispute(s) fail at the Center-Level, the dispute(s) will be referred to the WIOA Required Partners Team, the next level of authority within the Chicago Cook Workforce Center system, for resolution within ten (10) business days from the date of referral.
- D. If the WIOA Partners Team is unable to resolve the dispute(s) within ten (10) days, the dispute shall be referred to Executive Committee of the WIB, which is the last opportunity for operational review within the Chicago Cook One Stop Center system, for resolution within ten (10) business days from the date of referral.
- E. If the dispute is not resolved by the WIOA Partners Team or their designee(s), the matter(s) at issue will be submitted immediately to The Chicago Cook Workforce Innovation Board's Executive Committee for a final and binding determination.
- F. For program year 2016, all WIOA Partners have been authorized by the Governor's Office to retain existing funding commitments. All WIOA partners agree to continue negotiations in good faith for implementation during the 2017 program year.

Partners agree that every reasonable effort will be made to ensure that services to customers continue without interruption in the event of any dispute.

## **ARTICLE IX**

### **Referral Process**

The primary principle of the referral system is to provide integrated and seamless delivery of services to both job seekers and employers.

1. The WIOA partners agree to familiarize themselves with the requirements for participation in each of the required partners programs.
2. To the extent possible, the WIOA partners agree to develop materials summarizing their program requirements and to make this accessible to all partners in the comprehensive one-stop center.
3. To the extent possible, the WIOA partners agree to develop and utilize common intake forms.
4. The WIOA partners agree to refer clients eligible for each other's services to one another for services.
5. The WIOA partners agree to evaluate ways to improve the referral process, including the use of customer satisfaction surveys.

6. The WIOA partners commit to robust and ongoing communication required for an effective referral process.

7. The WIOA partners commit to actively follow up on the results of referrals and to assure that resources of the partners are being leveraged at an optimal level.

## **ARTICLE X**

### **Physical Accessibility**

The comprehensive one-stop center will maintain a culture of inclusiveness in compliance with Section 188 of WIOA, the Americans with Disabilities Act Amendments Act (ADAAA), and all other applicable statutory and regulatory requirements. The WIOA Partners shall not unlawfully discriminate, harass or allow harassment against any employee, or applicant for employment due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. Partners will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act Amendment Act. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The WIOA Partners also commit to offering priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Additionally, the physical characteristics of the facility, both indoor and outdoor, meet compliance with 29 CFR Part 37, the 2010 or most recent ADA standards for Accessible Design and the Uniform Federal Accessibility Standards. Services will be available in a convenient, high traffic and accessible location taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

## **ARTICLE XI**

### **Programmatic Accessibility**

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran’s status, or on the basis of any other classification protected under state or federal law. The partners assure that they have in place policies and procedures to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. The partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues and they are unaware of any claims currently

pending against them before any court or administrative body relative to alleged violations of such laws.

All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all comprehensive one-stop center, programs, services, technology and materials are accessible and available to all. These services will be provided “on demand” and in “real time” in the physical comprehensive one-stop center in person or via technology consistent with the “direct linkage” requirement as defined in WIOA (WIOA Section 121(b)(1)(A) and Section 678.305(d) of the draft Notice of Proposed Rulemaking). Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style and intelligence or education level. An interpreter will be provided “in real time” to any customer with a language barrier. Additionally, assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices will be available.

## **ARTICLE XII**

### **Amendment Procedures**

This MOU may be amended upon mutual agreement of the partners that is consistent with federal, state, or local laws, regulations, rules, plans or policies or for one or more of the following reasons:

1. The addition or removal of a WIOA partner from this MOU.
2. Removal or addition of program responsibilities for any WIOA partner that administers more than one federal program.
3. A change in the one-stop operator or a change in the physical location of the comprehensive one-stop center.
4. A change in the services, service delivery methods currently utilized referral methods, or methods to allocate costs.
5. The need to renegotiate a partner’s proportionate share of costs based on changes in the method of service delivery or program or funding changes that affect a partner’s continued ability to meet its shared cost obligations.

All amendments will involve the following process:

1. The WIOA Partners seeking an amendment will submit a written request to the LWIB that includes:
  - The requesting partner’s name.
  - The reason(s) for the amendment request.
  - Each Article and Section of this MOU that will require revision.
  - The desired date for the amendment to be effective.
  - The signature of the requesting partner’s authorized representative.

If the request is approved, the LWIA 7 LOCAL WORKFORCE INNOVATION BOARD will notify the remaining partners of the intent to amend and will provide each remaining partner

thirty (30) days from the date of the notice (unless another time frame is specified in the notice) to review the anticipated changes and to submit a response to the LWIA 7 LOCAL WORKFORCE INNOVATION BOARD. Failure by a partner to respond within the prescribed timeframe will be deemed that partner's approval of the proposed changes.

In the event that a remaining partner has questions and/or concerns regarding the proposed amendment, the partner must list its questions and/or concerns in writing and submit the list to LWIA 7 LOCAL WORKFORCE INNOVATION BOARD within the specified timeframe.

LWIA 7 LOCAL WORKFORCE INNOVATION BOARD will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWIA 7 LOCAL WORKFORCE INNOVATION BOARD deems it necessary, the listed questions/concerns will be sent to all other partners and/or a meeting with all partners will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.

The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWIA 7 OF LOCAL WORKFORCE INNOVATION BOARD for the final signature.

LWIA 7 LOCAL WORKFORCE INNOVATION BOARD will distribute copies of the fully executed amendment to all WIOA Partners.

### **ARTICLE XIII**

#### **Data Sharing**

WIOA Partners agree to a data sharing agreement that allows each program to comply with the federal laws governing it and that will be used to improve mutual referrals and communication.

WIOA Partners agree to comply with federal and state laws governing protection of personally identifiable and other confidential information.

#### **Shared Technology and System Security**

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Partner agrees to the following:

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

information needs, as appropriate.

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

### **Confidentiality**

The Partners agree to comply with the provisions of WIOA as well as the applicable sections of the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

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

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each partner shall respect and abide by the confidentiality policies of the other partners.

## **ARTICLE XIV**

### **Renewal Provisions**

Within NINETY (90) days prior to the end date of this MOU, the partners shall review the MOU and negotiate any needed changes to the provisions herein. The partners shall collaboratively evaluate the effectiveness of operations pursuant to this MOU, make any necessary modifications and renew the MOU for a term to be determined at the time of renewal.

## ARTICLE XV

### **Additional Local Provisions**

#### **System Development and Operations**

##### **A. Local Governance and Leadership Structure:**

1. **Service Delivery Committee:** A policy and resource planning body which includes authorized decision makers from each WIOA Partner reporting to the Local Workforce Innovation Board.
  
2. **WIOA Mandated Partners Team:** This team is comprised of middle and upper-management Partner representatives and oversees the Center-Level management of the Chicago Cook One-Stop Centers. The Team is responsible for overseeing and implementing partner policies, projects and initiatives and monitoring progress in areas such as: facility maintenance, customer service, service delivery, and customer flow. The WIOA Mandated Partners Team will meet at least once quarterly.
  
3. **WIOA Center-Level Teams:** The Center-Level Team is comprised of the WIOA Partners' center-level managers and is facilitated by The Partnership's Field Operations Manager. The Center-Level team oversees and manages the day-to-day operation of Chicago Cook Comprehensive One Stop Centers and is directly responsible for the implementation of the WIOA Partners Team's policies, service changes, and projects in a collaborative, efficient manner. This Team manages the Continuous Quality Improvement (CQI) initiatives for the Centers. Significant issues with, and ongoing analysis of, customer satisfaction metrics, and any requirements for additional resources will be presented by CQI representatives to The Partnership for action.

#### **Administrative and Operations Management Sections**

##### **License for Use**

During the term of this MOU, all WIOA partners to this MOU shall have a license to use the space at the Comprehensive One Stop Centers for the sole purpose of conducting acceptable services as outlined herein.

##### **Supervision/Day to Day Operations**

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

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

Disciplinary actions may result in removal of co-located staff from the Centers and each partner will take appropriate action per the WIOA partner's agency policies.

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

### **Grievances and Complaints Procedure**

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

### **Modifications and Revisions**

This MOU constitutes the entire agreement between the partners and no oral understanding not incorporated herein shall be binding on any of the partners hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the partners, by the issuance of a written amendment, signed and dated by the partners. The Chicago Cook Workforce Partnership reserves the right to amend, or modify, the scope, direction, structure and content of this MOU. Such amendment or modification may be required as a result of newly enacted federal legislation, revised Chicago Cook Workforce Partnership policies, or changes in the local economy or labor market.

### **Termination**

The WIOA partners understand that implementation of the system is dependent on the good faith effort of every partner to work together to improve services to the community. The partners also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more partners to cease being a part of this MOU, said entity shall notify the Chicago Cook Workforce Partnership, in writing, 30 days in advance of that intention. The affected One-Stop Center would then no longer meet the definition of a Comprehensive One-Stop Center.

### **Severability of Provisions**

Should any part or provisions of this MOU be rendered invalid by reason of any existing or subsequently enacted legislation or other action of law, such invalidation of any part or provision of this MOU shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either The Partnership or the WIOA Mandated Partners, upon thirty (30) business days' notice, may request amendment of this MOU.

### **Press Releases and Communications**

All partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each partner in press/media presentations will be determined by each partner's public relations policies. Unless otherwise directed by the other partners, in all communications, each partner shall make specific reference to all other partners.

The partners agree to utilize the Chicago Cook Workforce Partnership's logo developed by the LWIB on buildings identified for One-Stop Center usage.

### **Hold Harmless/Indemnification/Liability**

Each partner hereby agrees to indemnify, defend and hold harmless all other partners identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying partner pursuant to this MOU. In addition, all other partners to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorneys fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying partner pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

### **Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of the partners to this Agreement.

## **ARTICLE XVI**

### **Additional WIOA Partners**

All of the enumerated partners are listed as of July 1, 2016, but are subject to later amendment, addition or subtraction. Upon modification, additional partners added subsequent to that date will be listed here.

## **ARTICLE XVII**

### **Duration of Agreement**

The WIOA partners' performance under this MOU shall commence on July 1, 2016, and shall terminate on June 30, 2019, unless previously terminated by one of the WIOA partners pursuant to the terms of Section XII.



# ARTICLE XVIII

## Authority And Signatures

# ARTICLE XIX

# ATTACHMENTS

# ARTICLE XX

## REQUIRED PARTNER

## SIGNATURES