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

### LOCAL MOU TEMPLATE

### MEMORANDUM OF UNDERSTANDING BETWEEN MCHENRY COUNTY WORKFORCE NETWORK BOARD AND MCHENRY COUNTY WORKFORCE CENTER ONE-STOP PARTNERS

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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

PARTIES TO MOU	TYPED NAME				
Local Workforce Innovation Board Chair	Dave Niehus				
Chief Elected Official	Jack D. Franks				
Chief Elected Official					
Chief Elected Official					
Chief Elected Official					
Chief Elected Official					
Chief Elected Official					
Chief Elected Official					
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Chief Elected Official					
<b>REQUIRED PARTNERS AS PARTIES TO MOU</b>	ENTITY ADMINISTERING PROGRAM TYPED NAME <sup>1</sup>				

<sup>&</sup>lt;sup>1</sup>Insert only the name(s) of the program(s) in this space. The names of individual negotiators are not needed.

	Title I: Adult, Dislocated Worker, Youth					
Title II: Adult Education and Literacy						
Title III: Employment Programs under Wagner-Peyser						
Title IV: Rehabilitation Services						
ical Ed	ucation	McHe	enry County College			
		IDES				
rvices f	for	IDES				
		IDES				
		McHe	enry County Workforce Network			
		IDES				
G)		McHe	enry County Housing Authority			
Senior Community Services Employment Program (SCSEP)						
		IDHS				
		N/A				
		IF MARKED YES, LIST THE ENTITY ADMINISTERING PROGRAM				
🛛 Yes	□No	Illinoi	s Migrant Council			
□Yes	⊠No					
□Yes	⊠No					
□Yes	⊠No					
Additional Partners as Parties to MOU						
	ical Ed rvices f G) nt Prog DFFERF TO MO ⊠ Yes □ Yes □ Yes	ical Education rvices for G) nt Program DFFERED TO MOU ⊠ Yes ⊠No □ Yes ⊠No □ Yes ⊠No	IDHS       ical Education     McHee       IDES       rvices for     IDES       rvices for     IDES       IDES     McHee       IDES     N/A       DFFERED     EN       Yes<			

#### 2. PURPOSE AND SCOPE OF MOU

• Describe the general purpose and scope of the umbrella MOU

This Memorandum of Understanding (MOU) fulfills the WIOA requirement to document and come to agreement for State and local partners for negotiating cost sharing, service access, service delivery and other matters essential to the establishment of effective local workforce development services under WIOA (§678.705).

This applies to:

1. All State-level agencies and entities in Illinois responsible for planning and administration of Federally-funded workforce development programs (678.400 and 678.700(c)), and

2. Local workforce innovation boards (LWIBs) and chief elected officials (CEOs) responsible for planning and administering workforce development services in a local workforce innovation area.

The local MOU will be used as an essential tool for achieving a key goal of WIOA – establishing integrated and effective local workforce delivery systems that produce the skilled workers businesses in the local and regional economies require.

All required partners, LWIBs and CEOs are expected to act in accordance with these guidelines and to otherwise comply with them. As required by WIOA, the State will monitor local areas to assure compliance with these guidelines.

This Local MOUs is intended to reflect the shared vision and commitment of local workforce innovation boards and required partners to high-quality workforce development systems and centers, and be consistent with the vision articulated by the Federal government and State, regional and local planning priorities.

This Local MOU is intended to reflect and document how each partner will contribute its proportionate share of infrastructure costs for the comprehensive one-stop center.

WIOA establishes ambitious goals for the integration of workforce service programs. These goals are intended to maximize the value and benefits to customers of services available to them under Federally-funded workforce development programs. Included are business customers seeking to acquire the talent and skills needed to compete in a global economy. Also included are program participants seeking to acquire skills and recognized credentials to move along pathways that lead to high-paying jobs in growing sectors of the economy that offer long-term opportunities for stable employment.

The intent of this MOU is to carefully plan and coordinate services among all Federally-funded workforce development programs as necessary to achieve the level of integrated service delivery WIOA envisions. This means that all Federally-funded workforce development programs work collaboratively in partnership to optimize the quality of services provided. Recognizing that successful integration is directly related to coordinated and joint use of resources, WIOA also requires each partner to contribute its proportionate share of costs required for operation of local one-stop delivery systems.

#### 3. 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 highquality 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

The vision of the McHenry County Workforce Network, McHenry County Workforce Network Board and Partners of the McHenry County Workforce Center is to have services and products available at and through the McHenry County Workforce Center to Promote business driven talent solutions that integrate education, workforce and economic development resources across systems to provide businesses, individuals, and communities with the opportunity to prosper and contribute to growing the state's economy.

Staff and partners meet regularly to share ideas and best/promising practices, identify and develop solutions to service delivery barriers, leverage partner knowledge and resources, lessen redundancy and duplication, and facilitate cooperation amongst staff and partners.

The Business Service Team works with businesses to identify local and regional needs, and provide assistance and solutions that promote business retention and expansion. This support may be in terms of financial assistance, site location, recruiting, training.

We will work toward achieving our vision using the following in place and ongoing principles as guideposts for policy development and program service delivery. Each partner will use its resources to support the principles. The principles will be reviewed regularly, but not less than once a year for opportunity, for improvement and innovation.

- Business Demand Driven Orientation through a sector strategy framework
- Strong Partnerships with Business at All Levels
- Career Pathways to Jobs of Today and Tomorrow
- Integrated Service Delivery
- Access and Opportunity for all Populations
- Cross-agency Collaboration and Alignment for developing or promoting career pathways and industry recognized stackable credentials
- Clear Metrics for Progress and Success
- Focus on Continuous Improvement and Innovation
- Will deliver workshops for all partner clients and develop new workshops as needs arise.

#### 4. 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
- Confirm whether all required partners participated in negotiations
- Explain the process to be used if consensus on the MOU is not reached by partners

For the purpose of this MOU, each party expressly agrees to participate in good faith negotiations to reach a consensus. MCWNB has hosted multiple meetings with Core and Required Ones-Stop Center Partners discussing Career Service delivery and cost sharing arrangements and commitments. Workforce Board Chair has appointed Local Business Board member to review and moderate the MOU Negotiation process and discussions and he will mediate when consensus is not reached. Results of this MOU negotiation will be reported to the Office of the Governor through Appendix Item 9 of the Governor's Guidelines

# 5. 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* 

This MOU covers service delivery and related costs associated with the following comprehensive one-stop center:

The McHenry County Workforce Center 500 Russel Court Woodstock, IL 60098

# 6. DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (Sec. 121 (c)(2)(i)) (Governor's Guidelines, Section 1, Items 8(e)-(g)) (§ 678.500(b)(1))

- <u>Complete a local service matrix (the State-level service matrix provided in Appendix F is intended</u> <u>to serve as a reference for local negotiations</u>) 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)
- <u>In the spaces provided below</u>:
  - 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

All partners will use the Partner Service Directory and expanded One-Stop Delivery System Required Career Services matrix, which provide detailed information on the career services each partner offers, as guidance on what services will be provided physically on-site as well as services to be provided on-demand through technology linkage. This will allow partners to serve clients in real time and efficiently. Each partner is committed to the elimination of overlapping services, creation of efficiencies among the partners, and cross-training of staff. Currently, each partner is cross training other partners in the services they have to offer. This includes how they would like the appropriate referral to be made. The one-stop operators will facilitate quarterly meeting to review and improve coordinated service delivery, referral forms and systems. Also, all partners participate in on- going training sessions to assist front line staff in learning about partner resources and how to coordinate services to best serve our customer based on their needs. The partners of LWIA2 will deliver workshops for all partner clients and develop new workshops as needs arise.

Additionally, the Business Service Team meets with employers to access their workforce needs. Solutions will be developed using the array of all partners' services, as appropriate, to meet the employers' needs. All services are outlined in the Business Service Team brochure, which identifies services for employers based on topics such as, employment and recruiting, assessments, training grant, economic development and employment services. Services are not marketed to employers by partner silos but by what the system can do as a whole. A separate service process map is used by team members to identify staff contacts for each partner and what services they can offer an employer.

**Title I (Adult, Dislocated Worker and Youth)** – Title 1B required career services will be provided on-site at the McHenry County Workforce Center which is the comprehensive American Job Center in McHenry County. McHenry County Workforce Network provides services for Adult, Dislocated Worker, Youth and Trade Act programs. This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2.

Title 1B Adult formula services: staff will provide related career guidance and training services for individuals based on the priority for serving, qualifying veterans, low-income individuals, recipients of

public assistance and those who are basic skills deficient. Dislocated Worker and Trade Act programs: staff will provide career and training services to individuals that meet the definition of a dislocated worker and/or are part of a Trade Act petition. The goal is to help individuals to return to the workforce with in demand skills in high growth industries. Youth program: staff will provide services to young adults to succeed in education and the workforce by focusing on the career pathways for in demand occupations within high growth industries. For all programs, Title 1B staff will coordinate services with the other core and required partners to ensure the customer is receiving all the services necessary to reach their employment goal. This coordination will be completed through the partner referral process which has been developed and agreed upon by all partners in this MOU. Title 1B staff are committed to the coordinated service delivery and integration by not duplicating services of partners and through co-enrollment with our partners. Title 1B resources will be focused on the IWIB vision for funds to be used as the primary source for training of participants and work based learning opportunities for employers to utilize in the development of a skilled workforce.

Examples for integration are illustrated in the referral process, once such being if participants are determined to be basic skills deficient, they are referred to Title II for assistance in activities to increase those basic skills. Additionally, Title 1 Career Planners will coordinate with Title II staff to develop supports and strategies for contextualized learning, tutoring or other appropriate activities to ensure their success in training programs.

**Title II (Adult Education and Literacy)** – Title 2 required Adult Education and Family Literacy Services will be delivered at McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012,at 500 Russel Ct. Woodstock, IL, McHenry County, IL and Harvard, IL. This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. The Adult Education Department at MCC provides English as a Second Language (ESL) classes, High School Equivalency (HSE) preparation courses in English and Spanish, Citizenship Classes and Literacy Services. Services are provided at the above locations and through direct linkage referral via direct phone to dedicated staff member during normal business hours and voicemail after hours.

**Title III (Employment Services under Wager-Peyser)** – IDES commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. IDES' Employment Services and Outreach is a labor exchange program designed to sustain economic growth by expanding employment opportunities to qualified job seekers that meet the demands of the employers. The program's objectives aim to reduce the loss of productivity by filling job openings as quickly as possible and to shorten the duration of individuals' unemployment. For job seekers who are not job ready, Employment Services, in cooperation with other workforce partners, assist clients to access training, employability development services, and other supportive services needed to realize their employment goals. Services provided onsite.

**Title IV (Rehabilitation Services)** – The Division of Rehabilitation Services commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients with disabilities of LWIA 2. Services provided onsite, through direct linkage referral via direct phone to dedicated staff member during normal business hours and voicemail after hours and at the local DRS office at 452 N. McLean Blvd, Second Floor, Elgin Illinois 60123. The Division of Rehabilitation Services serves all residents of Illinois with disabilities. We provide services that enable persons with disabilities achieve full community participation through employment, education, and independent living opportunities.

**Perkins/Post-Secondary Career and Technical Education** – Perkins/Post-Secondary Career and Technical Education services will be delivered by McHenry County College at 8900 US Highway 14, Crystal Lake, IL 60012. This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2.

Perkins/Post-Secondary Career and Technical Education staff assist clients with educational assessment, academic planning and counseling, career planning and counseling, short-term and prevocational services, workforce preparation training, internships, financial aid, and course work that leads to workforce opportunities. The college offers a variety of for-credit and not-for-credit courses to help clients prepare for the workforce as well as multi-course workforce-related certificates and associate degrees to help clients meet their academic goals. Services are offered in face-to-face format as well as by technology means. Depending on the academic plan, students may pursue their education in face-to-face or distance formats. Most services are available via in-person assistance, though some services are available viadirect linkage via referral via direct phone to dedicated staff member during normal business hours and through the MCC website.. Additional traditional college services and co-curricular programs are available to those clients who enroll at the college (for example, college course tutoring). The staff also assist clients and our workforce partners with information and documentation for student reimbursement for books, fees, and coursework taken at the college.

**IDES/Unemployment Insurance (UI)** – IDES commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. The Unemployment Insurance program, administered by IDES, is designated to contribute to the state's overall economic stability by partially protecting eligible workers against loss of income during periods of unemployment. Eligible workers who become unemployed and meet all requirements set forth in the UI Act may receive benefits for the maximum number of weeks payable under the law or until the worker finds employment or becomes otherwise ineligible. Direct Linkage via dedicated phone line and website.

**IDES/Job Counseling, Training and Placement Services for Veterans** – IDES commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. IDES provides veteran's priority of service over all other job applicants, actively promotes and develops employment opportunities, and provides placement and vocational guidance services. Onsite

**IDES/Trade Readjustment Assistance** – IDES commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. IDES administers Trade Readjustment Allowances, a benefit under the TAA program, providing income support to persons who have exhausted unemployment compensation and whose jobs were affected by foreign imports. Direct Linkage referral via direct phone to dedicated staff member during normal business hours and voicemail after hours.

**Trade Adjustment Assistance (TAA)** – This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. Onsite

**IDES/ Migrant & Seasonal Farmworkers (MSFW)** – IDES commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. IDES provides staff assisted services including job development,

career guidance, and referral to training and supportive services for migrant and seasonal farmworkers. Onsite

National Farmworker Jobs Program (NFJP) – IMC commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWA #2. The National Farmworker Jobs Program (NFJP), administered by the Illinois Migrant Council (IMC), is nationally directed under WIOA to serve chronically unemployed and underemployed migrant and seasonal farmworkers (MSFW) and their families. IMC provides WIOA Title ID career services, training and related assistance for eligible MSFWs including youth. IMC coordinates with WIOA partners particularly the IDES Migrant and Seasonal Farmworker Program. Basic career services such as referrals to, and from, other WIOA partners, will be provided through direct linkages on demand during regular business hours. IMC office locations meet ADA accommodations requirements. IMC is required to comply with OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to document actual FTE as the basis for shared NFJP career services activities.

Illinois Migrant Council, 62 N. Ayer St, Harvard, IL 60033

**Community Service Block Grant (CSBG)** – This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. McHenry County Housing Authority (MCHA) administers the Community Services Block Grant (CSBG). CSBG services will be offered through referrals, and at the Workforce site if necessary (MCHA's office is located less than a mile from the Workforce site). MCHA's CSBG programs provide a wide-range of services and activities that have a direct, measurable impact on alleviating the conditions caused by poverty. MCHA's CSBG programs encourage self-sufficiency and address the problems of those who are impoverished.

Through a coordinated effort to provide CSBG services in a comprehensive manner, MCHA will participate in the one-stop delivery system by:

• CSBG employment and training dollars used to pay for tuition, fees and books for income-eligible adults to obtain a training certificate or other type of post-secondary education that may lead to employment in a high growth career field area.

• Enrollment into CSBG supportive services (e.g. homeless prevention services, emergency dental program, information and referral) through CSBG-funded staff in-person at MCHA or through technology. Technology linkages may be conducted remotely by phone, email, or fax.

• When appropriate and necessary, MCHA staff on an intermittent basis may be physically present at the Workforce site to enroll clients in CSBG services.

• MCHA staff will be available to cross train with the Workforce staff about supportive services and learn about the American Job Center programs and services from their workforce partners. Direct linkage referral via direct phone to dedicated staff member during normal business hours and voicemail after hours & McHenry County Housing Authority Office, 1108 N. Seminary, Woodstock, IL 60098

**Senior Community Services Employment Program (SCSEP)** – This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. The SCSEP is a federally-funded employment training program under the U.S. Department of Labor's Employment and Training Administration (USDOL-ETA). The SCSEP is the largest federally-funded program for older adults who seek employment and training assistance, as well as civic engagement. Through this community service and transitional employment program, National Able Network partners with Community Service Assignments (community-based non-profit and government organizations known as Host Agencies) to provide participants with training opportunities to update their skills.

The SCSEP is designed to be used in conjunction with other programs and services. These programs are provided by public, private and not-for-profit agencies to create holistic services that maximize goals and skills of SCSEP Participants to achieve their goals of obtaining self-sufficiency.

Direct Linkage referral via direct phone to dedicated staff member during normal business hours and voicemail after hours. SCSEP Staff will be at the Workforce Center twice per month to provide inperson services to SCSEP participants and program applicants. National Able Network Office 567 W. Lake Street, Suite 1150, Chicago, IL 60661

**DHS/TANF** – This partner commits to working in conjunction with the WIB, one stop operators, and all other partners in coordinating services for both the employers and clients of LWIA 2. DHS/TANF will have a staff member at the One-Stop Center at a minimum of two times per month assisting any customer with information regarding our programs and assistance in the application process. The application process may be completed on-line at the One-Stop Center or by direct linkage to the local DHS/TANF Family and Community Resource Center. In addition, DHS/TANF will provide training in the knowledge of and application process for benefits with all other One-Stop partners. Lastly, DHS/TANF will assist with any outreach sessions and staff meetings to assist in the delivery of One-Stop services to the community.

Direct linkage referral via direct phone to dedicated staff member during normal business hours and voicemail after hours & at the Family Community Resource Center, 512 Clay St., Woodstock, IL 60098

#### **IDOC Second Chance** – N/A

#### HUD Employment and Training Activities – N/A

Job Corps – N/A

YouthBuild – N/A

# 7. 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)

The One-Stop Operator, with assistance from the required program partners, will:

- coordinate One-Stop Partners and Service Providers:
- coordinate and track partner agency referrals,
- develop a reporting system(s) for the ongoing tracking of performance and referrals, with periodic reporting to the local board,

• coordinate to maintain a McHenry County Workforce Center website/web-page content, and integrity of partner information and linkages,

- regularly convene the McHenry County Workforce Center Partners to:
- work with partners to assess customer needs as part of the continuous improvement process for the one-stop center,

collect customer feedback and work with partners to address issues as part of the continuous improvement process for the one-stop center,

periodically review one-stop program(s) and center accessibility,

assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories,

report and coordinate maintenance needs with center staff and property owner/manager,

assist partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcome to the local board,

assist partners in identifying to recruit and match businesses with the skilled workers they seek, and

• report activities and outcomes regularly to the local board,

The procured One-Stop Operator is a consortium model made up of McHenry County Workforce Network (Title IB), Illinois Department of Employment Security (Employment Programs under Wagner Peyser / Job Counseling, Training and Placement Services for Veterans / Unemployment Insurance / Trade Readjustment Assistance (TRA)), McHenry County College (Adult Education and Family Literacy / Post-Secondary Career and Technical Education under Perkins).

A one-stop operator may not perform the following functions: 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 budget for activities of the Local Board in the local area.

# 8. 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.

The One Stop Operator partners will conduct quarterly meetings to review and track referrals. All front-line staff will be trained in initial assessment procedures. All partners and front line staff will have access to the One-Stop Partner Directory, which serves as a resource guide and includes a process map of all partner services and basic program eligibility. The guide will be reviewed on a regular basis to ensure it remains updated. In collaboration with The McHenry County Workforce center Core and Required Partners staff will develop a system for tracking partner agency referrals and reporting them to the Board. An electronic referral document for ease of email distribution has been implemented.

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

The McHenry County Workforce Center is an ADA Compliant and accessible facility. In partnership and cooperation with the Illinois Department of Human Services, Division of Vocational Rehabilitation, the McHenry County Workforce Center has a fully accessible workstation with staff trained on the operations of the adaptive equipment and programs.

Staff are available to assist and translate – Staff at Center bilingual Eng. /Spa. Other translating services available through staff at the County Government Center and Courts. Also, technology translation assistance is available through Google Translate.

1. The partners agree to familiarize themselves with the requirements for participation in each of the required partners programs.

To the extent possible, the partners agree to develop materials summarizing their program requirements and to make this accessible to all partners in the comprehensive one-stopcenter.
 To the extent possible, the partners agree to develop and utilize common intake forms.

4. The partners agree to refer clients eligible for each other's services to one another forservices.

5. The partners agree to evaluate ways to improve the referral process, including the use of customer satisfaction surveys.

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

7. The 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.

See attached Partner Directory for list of contacts.

**Title I (Adult, Dislocated Worker and Youth)** – Uses our local partner referral form to refer customers to Title II, Perkins / Post-Secondary Career and Technical Education, IDES Migrant & Seasonal Farmworkers, National Farmworker Jobs Program, Community Service Block Grant. Trade, Title III, IDES / Unemployment Insurance and IDES/Job Counseling, Training and Placement Services for Veterans are co-located, so customers are directed to the appropriate person. For Title IV, DHS/TANF and Senior Community Services Employment Program direct customers to them directly when they are onsite, otherwise use local partner referral form.

**Title II (Adult Education and Family Literacy)** – used the referral process that we designed at the One Stop Center. For example, we received referrals by email from the McHenry County Workforce Network and for the Illinois Migrant Council for potential students that need their GED, ESL. Also, we received referrals from employers in the area.

We refer students to other areas of the College (Access and Disabilities office, Advising, Financial Aid, recruiting, etc.). We also refer students to Social Services and other agencies (including the McHenry County Workforce Network) in the County depending of their situation.

**Title III (Employment Services under Wager-Peyser)** – refers clients to Title 1, IDES/Veterans by taking them to the appropriate person within the office. All other referrals to partner agencies use the local referral form that was designed.

**Title IV** (**Rehabilitation Services**) – DRS receives referrals directly from the Workforce Center Staff. DRS has one contact person for all referrals going to the Center and coming to DRS; Marjorie Olszewski at <u>Marjorie.olszewski@illinois.gov</u> and 847-931-2360. DRS receives referrals in person, by email, and by fax as soon as the referral is accepted at the Workforce Center.

Referral is assigned and entered on the same day referral is received. Customer is seen within 15 days. Tracking involves referral source being kept abreast of the status of referral as it moves through the Vocational Rehabilitation process. Once an application is accepted, Determination of eligibility begins and if determined eligible a plan for employment is initiated. Referrals received and referrals being sent to the Workforce Center are being tracked in-house by Marjorie Olszewski using an Excel spreadsheet.

Customers may be seen at the Workforce Center, in the community near their home, and at the DRS office in Elgin Illinois. Elgin DRS office has bilingual personnel (Spanish Speaking and American Sign Language) and office location is wheel chair accessible.

**Perkins/Post-Secondary Career and Technical Education** – refers clients to Title II Adult education and family literacy – by taking them to the office that is on site at MCC as this is internal to the same organization. We refer clients to the One Stop location for the following services using the referral form we have developed for use between agencies:

Unemployment – by referral form Job Counseling/Training and Placement Services for Veterans – by referral form DHS/TANF – by referral form Rehabilitation services – by referral form

**IDES/Unemployment Insurance (UI)** – Referrals to partner agencies use the local referral form that was designed.

**IDES/Job Counseling, Training and Placement Services for Veterans** – refers clients to Title 1 and Title III by directing to the appropriate person within the One Stop. All other referrals to partner agencies use the local referral form that was designed.

**IDES/Trade Readjustment Assistance** – Referrals to partner agencies use the local referral form that was designed.

**Trade Adjustment Assistance (TAA)** – Uses our local partner referral form to refer customers to Title II, Perkins / Post-Secondary Career and Technical Education, IDES Migrant & Seasonal Farmworkers, National Farmworker Jobs Program, Community Service Block Grant. Title 1, Title III, IDES / Unemployment Insurance and IDES/Job Counseling, Training and Placement Services for Veterans are co-located, so customers are directed to the appropriate person. For Title IV, DHS/TANF and Senior Community Services Employment Program direct customers to them directly when they are onsite, otherwise use local partner referral form.

**IDES/ Migrant & Seasonal Farmworkers (MSFW)** – Referrals to partner agencies use the local referral form that was designed.

**National Farmworker Jobs Program (NFJP)** – Referrals to partner agencies use the local referral form that was designed. Referrals will be made through the direct linkages of telephone, text and email. Direct linkages will include interacting directly with the customer being referred by the one-stop Title IB staff to initially screen for NFJP eligibility (i.e., that the customer is a farmworker), and setting up an appointment with the customer where IMC staff will meet with the customer at a site to be determined. Referrals will be conducted, and co-enrollments promoted with, other LWA#2 WIOA partners including IDES, McHenry County College (adult education and occupational skills), McHenry County Housing Authority, National Able Network, and IDHS. The Illinois Migrant Council site is located at 62 N. Ayer St, Harvard, IL 60033

**Community Service Block Grant (CSBG)** – CSBG Staff will evaluate the needs of the clients and refer to partner programs as appropriate. CSBG staff will use the local partner referral form and fax or email it to the appropriate person listed on the Partner Directory. CSBG will call the client to ensure that they followed up with their referral. If necessary, our bilingual Spanish/English staff will assist in communicating with the client. CSBG staff will hire other interpreters, including sign language interpreters, as needed. People with disabilities that need a reasonable accommodation to be able to fully participate in the CSBG program will be accommodated. The McHenry County Housing Authority office is handicap accessible.

**Senior Community Services Employment Program (SCSEP)** – Referrals to partner agencies use the local referral form that was designed.

**DHS/TANF** – The McHenry County DHS FCRC will be making referrals to the following partner agencies (includes most): DRS; IDES; IMC; MCC; MCHA; and MCWN. These referrals will be made to assist in the needs of our TANF and SNAP customers in the goal of self-sufficiency through education, training, and training.

We will make and receive these referrals using the attached "Partner Referral Form". There will be times that our office must also use the state mandated referral form, IL444-2151, in addition to the Partner Referral Form. This is required in some instances to satisfy confidentiality requirements.

All referrals received will be reviewed within 24 hours of receipt to initiate contact with the referred individual to determine eligibility for needs and services by our TANF Specialists, Brenda Steck, Sandra Meza (for Spanish speaking individuals), or Melissa Babakhani, our office Employment Specialist.

A copy of any referral sent out or received in the McHenry County DHS office or received is forwarded to my attention for record keeping. If contact is made, we would report contact to referring agency via the same referral form.

The McHenry County DHS FCRC makes every possible arrangement to accommodate all persons with disabilities so that the same services may be afforded to these individuals. We have a caseworker on staff that has certification for American Sign Language (ASL) as well as a Telecommunication Device for the Deaf (TDD) line which may be utilized. We would work with any other accommodations required.

**IDOC Second Chance** – N/A

HUD Employment and Training Activities – N/A

Job Corps – N/A

YouthBuild – N/A

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

Describe how—through specific examples and commitments—required partners will assure the physical accessibility of the comprehensive one-stop center(s), 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

ADA accessibility of the McHenry County Workforce Center is regularly reviewed by County Government and the Workforce Board for compliance to ADA standards and requirements. Our partners and MCWN staff are committed to making reasonable accommodation to all individuals seeking services by assessing needs and making appropriate resource referral.

The comprehensive one-stop center will maintain a culture of inclusiveness in compliance with Section 188 of WIOA, the Americans with Disabilities Act (ADA) of 1990 and all other applicable statutory and regulatory requirements.

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.

### 10. 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

All individuals will be given access to all 13 required career services on site and the opportunity to explore occupations to understand the technical and physical requirements. Accommodations will be made for individuals when necessary. Direct linkage is addressed in the referral process and will be with an actual person at the partner program if not onsite. Please see attached referral form for details.

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.

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.

#### 11. 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

Data is shared as allowed by each respective agency. MCWN application includes a release to allow sharing with other agencies for the purpose of administering programs of these agencies. Partners are working on having a uniform customer information release form to allow sharing of customer information to effectively serve their needs.

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

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.

Example 1: Title II Adult Literacy and the Perkins Post-Secondary Career and Technical Education programs are at McHenry County College and share a common client database so students move from non-credit to credit programs seamlessly. MCC follows FERPA (Family Educational Rights and Privacy Act) federal requirements to assure that student data is confidential. All employees are trained on FERPA rules and sign as a requirement of their employment that they will follow FERPA regulations of data access and use. These are signed by all new employees and continuing employees are trained and must update their commitment to following FERPA on a regular basis to have access to information needed to perform their duties at the college.

Example 2: MCC provides Workforce network related unemployment counselors with confidential information regarding client's academic progress at MCC only after the client signs off on an agreement to share that confidential information with a specific counselor at the Workforce network. Information is shared only as needed for the counselor to do their work with that client, specifically academic plans established with students, transcripts or other information to document student continued progress for reaching academic goals and to help clients obtain reimbursement for courses, books, fees for the coursework taken at the college.

# 12. 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.
  - a. For partners whose staff will be cross-trained to provide services of another partner's program:
    - *i.* 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.
    - *ii.* Enter that FTE commitment into the "FTE Calculations" tab specific to that service location.
  - b. For partners whose services are being provided by another partner's cross-trained staff:
    - *i. Identify an FTE commitment that corresponds with the required partner providing the services on your behalf.*
    - *ii.* 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.
  - a. 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.)
  - b. 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.)
  - c. In the Shared Delivery System Costs section of each "Center" tab, identify the cost of the one-stop operator in the designated line item.
    - i. 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.
    - ii. 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."
    - *iii. Explain the in-kind staffing contribution in the "Notes" section of the spreadsheet (which must align with Section 12 of the MOU narrative).*
    - *iv.* 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.
  - a. 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.
  - a. For each required partner providing cross-trained staff to deliver services on behalf of another partner, confirm how the contributing partner's shared cost allocations will be reduced in correlation with the number of FTEs that will be cross-trained to provide another partner's programs.
- 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:
  - a. Amended Section 6
  - b. Amended Section 12
  - c. Any other sections of the MOU that are amended
  - d. One-stop operating budget
  - e. All required partner signatures
  - f. 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:
  - i. Each required program partner's total cash contribution toward its proportionate share of infrastructure and local service delivery system costs for PY 2019; and
  - *ü.* The dollar amount of a 10% variance from each partner's total cash contribution in the case that actual costs exceed budgeted costs.

The Cost associated with delivery of Career Services and Infrastructure are defined by guidance from the Governor's Office and detailed in the attached Cost Sharing Matrix. Costs are determined by developing our annual budget for McHenry County, guided by historical costs and trends. Partner contributions will be billed quarterly for actual costs, with the final quarter billed as an estimate to be reconciled the next program year.

This MOU covers service delivery and related costs associated with the following comprehensive one-stop center(s):

MCHENRY COUNTY WORKFORCE CENTER (ONE-STOP CENTER), 500 Russel Ct. Woodstock, IL 60098

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 required partners are defined in the Standard Budget Format for Shared Costs (Appendix Item 6 of the Governor's Guidelines).

McHenry County Workforce Network (LWIA 2) uses the FTE model as encouraged in the Governor's Guidelines to identify the recommended partner prorationate share of the Local One-Stop Center costs. Being fully aware, mindful, and respectful of each partner's resources and abilities to contribute to the Local One-Stop System costs, we encourage honest and open discussion of each partner's ability to participate and contribute in the costs of the Local One-Stop. Partner's ability to contribute is recorded on the MOU Budget Sheet, and the Partner's and LWIB will consider contributions to services and costs and resolve with the Title IB program. The allocation of costs among required partners is based on 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) Conflict Resolution Procedure for Memoranda of Understanding to resolve their differences. 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 MCHENRY COUNTY WORKFORCE NETWORK BOARD and all partners shall adhere to the following conflict resolution process for disputes arising out of any provision of this MOU. Preliminary MOU negotiations including cost sharing discussions began in January, 2019, with Fiscal providing actual costs for the previous 12 months. Partners were a part of the discussion providing their FTE's as applicable to LWA2. Cost sharing sheets were provided to each Partner for review, comment and modification.

Fiscal provides a bi monthly MOU cost review report with a full reconciliation of cost to budget quarterly each year. The Cost-Sharing Agreement coincides with the program year running July 1, 2019 to June 30, 2020 and includes the final budget.

The Cost-Sharing of Career Service System Costs and Infrastructure Costs is an active discussion amongst all required partners with the understanding to reach consensus and have a fully executed MOU for the McHenry County Workforce Center. Budget discussions will occur annually to reconcile and update partner contributions of the preceding and next program year as long as the MOU is in place.

Agreements are made contingent on the availability of federal funding for each required program per the specifications in the MOU template, Section VIII and § 678.760.

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) if 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 the written notice unless otherwise indicated.

A consortium of Title 1B-WIOA Programs / McHenry County College / IDES has been selected for the One-Stop Operator for the McHenry County Workforce Center in Woodstock, IL. The cost associated for the Consortium to perform the duties of the One-Stop Operator are spread across all OS Center Partners by FTE Ratio Model. OSO Consortium members will receive a \$7,000 credit towards system costs (including board costs). The amount will be spread out across the agencies programs. Nat'l Able/SCSEP provides OS Center staffing as in-kind payment.

		Partner's Total Cash Contribution	Dollar Amount of 10% Variance from Total Cash Contribution displayed as Partner's Total Cash Contribution <u>plus</u> 10% Variance (if applicable)
	Title IB - Adult,		\$183,959.60
	Youth, & Dis.		
Commerce	Workers	\$167,236.00	<b>†2 10 1 0</b>
	TAA	\$3,279.00	\$3,606.90
	CSBG	\$3,414.00	\$3,755.40
	Title III - Wagner- Peyser	\$20,396.00	\$22,435.60
	Title III - MSFW	\$2,914.00	\$3,205.40
IDES	Veterans Services	\$11,655.00	\$12,820.50
	UI Comp Programs	\$2,914.00	\$3,205.40
	TRA	\$2,914.00	\$3,205.40
1000	Title II - Adult Education	\$10,155.00	\$11,170.50
ICCB	Career & Tech Ed - Perkins	\$10,155.00	\$11,170.50
DHS	Title IV - Vocational Rehab	\$6,828.00	\$7,510.80
	TANF - DHS	\$3,414.00	\$3,375.90
Aging	SCSEP	\$3,069.00	\$3,375.90
DOC	Second Chance		
	HUD		
Title	IC - Job Corp		
	tional Farmworkers	\$3,414.00	\$3,755.40
Title I	D - YouthBuild	· .	
	Other 1		
	Other 2		
	Other 3		
	Other 4		
3. AMENDM 678.500(b)	IENT PROCEDURES	(Sec. 121 (c)(2)(v)) (Gover	rnor's Guidelines, Section 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

Partners will meet regularly to assess programs and services available at and through the McHenry County Workforce Center for effectiveness and make adjustments to improve service coordination. Annually Center costs will be reconciled and reported out to Partners to assist in negotiate Cost Sharing agreement for the next year.

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

1. Termination of or addition or removal of a partner from this MOU.

2. Removal or addition of program responsibilities for any 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.

6. Incorporate the final approved budget on an annual basis.

7. Resolving any disputes that evolve after the agreement is reached.

EXAMPLE OF AMENDMENT PROCEDURES :

All amendments will involve the following procedures:

1. The Parties seeking an amendment will submit a written request to the MCHENRY COUNTY WORKFORCE BOARD (MCWN Board) that includes:

- The requesting party'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 party's authorized representative.

If the request is approved, the MCWN Board will notify the remaining parties of the intent to amend and will provide each remaining party 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 MCWN Board. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.

In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to MCWN Board within the specified timeframe.

MCWN Board will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If MCWN Board deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties 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 MCWN Board for the final signature.

MCWN Board will distribute copies of the fully executed amendment to all Parties.

# 14. 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

• This MOU to be effective 07/01/2017 through 6/30/2020. All relevant and partner agency changes and modifications to service delivery and One-Stop participation will be agreed upon by partners and WIB and attached to amend the MOU agreement.

- Review will be done an annual basis to update relevant contact information and any program changes.
- Review and update of the Cost Sharing will be done on an annual basis. The Cost Sharing Agreement

• Not less than 150 days prior to the expiration the MOU Career Services Matrix and the Cost Sharing Agreements (CSA) the WIB will convene appropriate partner agency representatives to review and discuss MOU and CSA and begin negotiations

### 15. ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (Sec. 121(c)(2)(B)) (§678.500(c))

Partners of the McHenry County Workforce Center (One-Stop Center) are in agreement and support this Memorandum Of Understanding (MOU) for Career Services delivery and understand that the Cost Sharing agreement for the Infrastructure Costs and One-Stop Delivery System costs will be regularly reported and reconciled annually.

This MOU, the delivery of career services and agreement to share system/infrastructure costs at the McHenry County Workforce Center (One-Stop Center) is dependent upon availability of funding for each and all partners. Changes will be addressed as necessary based on availability of agency program funding.

The Cost Sharing agreement for the One Stop Delivery System Costs and Infrastructure Costs shall be reviewed in an annual basis. Updates and adjustments will be made for changes in the associated costs and partner contributions.

### 16. ADDITIONAL PARTNERS (Sec. 121 (b)(2))

# 17. 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)*

This Memorandum of Understanding (MOU) for the Partners of the McHenry County Workforce Center (LWIA2) is in force for a period of three (3) years upon execution, subject to periodic review by partners of their service and program offerings and annual negotiation of the cost sharing arrangements. To be effective the later of the date of collection of all Core and Required Partners signatures or June 30, 2017.

The partners' performance under this MOU shall commence on July 1, 2017, and shall terminate on June 30, 2020, unless previously terminated by one of the partners pursuant to the terms of Section XII The Cost Sharing agreement for the One Stop Delivery System Costs and Infrastructure Costs shall be reviewed on an annual basis. Updates and adjustments will be made for changes in the associated costs and partner contributions.

# 18. 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

These individuals signing this Memorandum of Understanding for Career Services and Programs delivery and One-Stop Center Cost Sharing arrangements have been granted authority negotiate and execute this agreement by their respective agencies as indicated on the 'Individuals to Negotiate Local Memorandum of Understandings (MOUs) on behalf of the Required Partners in LWIA 2".

The MOU template contains the names of core and required partners who are required to sign the MOU.

# **19. ATTACHMENTS**

# LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

INCLUDES:

- $\bullet \quad Career \ Services \ Available \ Through \ The \ Local \ Comprehensive \ One-Stop \ Center(S)$
- 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** DIRECTORY OF MCHENRY COUNTY WORKFORCE CENTER PARTNERS, REFERRAL FORM

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

	BASIC CAREER SERVICES										
<b>R</b> EQUIRED PARTNERS	Eligbility for Títle 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	ф	×									
Title III: Employment Programs under Wagner- Peyser	ф										
Title IV: Rehabilitation Services											
Post-secondary Career and Technical Education under Perkins	<u> </u>	X									
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		X									
Community Services Block Grant (CSBG)		×									
Senior Community Services Employment		X									
Program (SCSEP) TANF											
Second Chance											
Housing and Urban Development											

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

	INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES											
REQUIRED PARTNERS	Comprehensi ve 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		$\boxtimes$	$\boxtimes$		$\boxtimes$	$\boxtimes$		$\boxtimes$	$\boxtimes$	$\boxtimes$		$\boxtimes$
Title II: Adult Education and Literacy			$\boxtimes$	$\boxtimes$		$\boxtimes$			$\boxtimes$			
Title III: Employment Programs under Wagner- Peyser						$\boxtimes$						
Title IV: Rehabilitation Services		$\boxtimes$		$\boxtimes$		$\boxtimes$	$\boxtimes$	$\boxtimes$	$\boxtimes$			
Post-secondary Career and Technical Education under Perkins												
Unemployment Insurance												
Job Counseling, Training and Placement Services for Veterans												

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

			Indi	VIDUALIZE	ED AND FOL	LOW-UP C	AREER SER	VICES				
REQUIRED PARTNERS	Comprehensi ve 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
Trade Readjustment Allowance (TRA)												
Trade Adjustment Assistance (TAA)		$\boxtimes$		$\boxtimes$	$\boxtimes$	$\boxtimes$	$\boxtimes$	$\boxtimes$	$\boxtimes$	$\boxtimes$		$\boxtimes$
Migrant and Seasonal Farmworkers		$\boxtimes$			$\boxtimes$	$\boxtimes$		$\boxtimes$				
National Farmworker Jobs Program												
Community Services Block Grant (CSBG)					$\boxtimes$							
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)

<b>REQUIRED PARTNER</b>	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Title I (Adult, Dislocated Worker, Youth)	<ol> <li>Analysis and use of labor market data to support local economic development</li> <li>Business services - interactions with business and economic development representatives.</li> <li>Analysis and use of labor market data to support local economic development – interaction with business and economic development representatives</li> <li>Case management and local delivery of TAA services</li> </ol>
Title II: Adult Education and Literacy	<ol> <li>Student intake</li> <li>Assessment</li> <li>Student support services</li> <li>Instruction</li> <li>Online instruction –must meet minimum criteria</li> </ol>
Title III: Employment Programs under Wagner-Peyser	<ol> <li>Hiring Events</li> <li>Workshops</li> </ol>
Title IV: Rehabilitation Services	<ol> <li>Overview and orientation to vocational rehabilitation services</li> <li>Evaluation and assessment of eligibility for vocational rehabilitation services</li> <li>Vocational rehabilitation guidance and counseling</li> <li>Development of individualized plan for employment, including job placement, vocational training or post-secondary education services</li> </ol>
Post-secondary Career and Technical Education under Perkins	<ol> <li>Academic counseling and career advising</li> <li>Resume writing / interview skills</li> </ol>
Unemployment Insurance	<ol> <li>Claims maintenance</li> <li>General questions</li> <li>Claims filing</li> </ol>
Job Counseling, Training and Placement Services for Veterans	<ol> <li>Case Management</li> <li>Workshops</li> </ol>
Trade Readjustment Allowance (TRA)	<ol> <li>Claims maintenance</li> <li>General questions</li> </ol>
Trade Adjustment Assistance (TAA)	1. State Merit Staff approval of training, waiver issuance, out of area job search and out of area relocation
Migrant and Seasonal Farmworkers	<ol> <li>Hiring events</li> <li>Workshops</li> </ol>
National Farmworker Jobs Program	<ol> <li>Student intake (ICCB-ESL)</li> <li>WIOA NFJP related assistance</li> </ol>

REQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Community Services Block Grant (CSBG)	1. Employment and training services
	2. Employment support services (e.g., uniforms, protective gear, tools)
	3. Linkages – referrals to other programs
Senior Community Services Employment Program	1. Outreach activities
(SCSEP)	2. Professional development
	3. Recruitment
	4. Financial assistance
	5. Benefits screening
TANF	1.         Job retention, services, preparation for employment, support services
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	All Required Career Services;	Services:	Services:	Services:
Worker, Youth)	Career Guidance and Training Services; Supportive Services	Partner:	Provider:	Method:
Title II: Adult Education and Literacy	ESL Classes; High School	Services:	Services:	Services: Referrals
Literacy	Equivalency Courses; Citzenship Classes; Literacy Classes	Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
Title III: Employment Programs under Wagner-	Access Training;	Services:	Services:	Services:
Peyser	Employability Development Services; Other Supportive Services	Partner:	Provider:	Method:
Title IV: Rehabilitation Services	Employment, Education,	Services:	Services:	Services: Referrals
Services	independent living opportunities for persons with disabilities	Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
Post-secondary Career and Technical Education under Perkins	Educational Assessment; Academic Planning and Counseling; Career Planning;	Services:	Services:	Services: Direct phone to dedicated staff during normal business hours
	pre-vocational services; workforce preparation training, internships, financial aid	Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
Unemployment Insurance	UI Benefits	Services:	Services:	Services: Claim Assistance
		Partner:	Provider:	Method: Dedicated phone line / Website
Job Counseling, Training and Placement Services for	Promotes / develops	Services:	Services:	Services:
Veterans	employment opportunities; placement and vocational guidance	Partner:	Provider:	Method:

			TEMPLATE	<b>a</b>	~				
Trade Readjustment Allowance (TRA)	Income Suppo <b>ItOCAL SERVIC</b>	E MAGERIX FC Partner:	OR COMPREHENSIV	VECONE-STOI Provider:	P CENTERS		Referral Direct pl		
		Partiler:		Plovidel:		Method:	Direct pi	lone to	
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PROGRAM	SERVICES PROVIDED THROUGH Own Staff	SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH CONTRACTOR PROVIDER	SERVICES PROVIDED THROUGH DIRECT LINKAGE
				dedicated staff during normal business hours
Trade Adjustment Assistance (TAA)	Career and Training Services	Services:	Services:	Services:
(177)		Partner:	Provider:	Method:
Migrant and Seasonal	Job Development; Career	Services:	Services:	Services:
Farmworkers	Guidance; Referral to Training and Supportive Services	Partner:	Provider:	Method:
National Farmworker Jobs	Career Services; Training and	Services:	Services:	Services: Referrals
Program	related assistance	Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
Community Services Block Grant (CSBG)	Employment and Training;	Services:	Services:	Services: Referrals
	Supportive Services	Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
Senior Community Services Employment Program (SCSEP)	Employment and Training Assistance for older adults	Services:	Services:	Services: Referrals
		Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
TANF	Food Stamps; Cash Assistance	Services:	Services:	services: Referrals
		Partner:	Provider:	Method: Direct phone to dedicated staff during normal business hours
Second Chance		Services:	Services:	Services:
		Partner:	Provider:	Method:
Housing and Urban Development Employment and		Services:	Services:	Services:
Training Activities		Partner:	Provider:	Method:
Job Corps		Services:	Services:	Services:
		Partner:	Provider	Method:
YouthBuild		Services:	Services:	Services:

PROGRAM	SERVICES PROVIDED THROUGH Own Staff		SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH Contractor Provider		SERVICES PROVIDED THROUGH Direct Linkage		
			Partner:	Provider		Method		
Other (specify):			Services:	Services		Services		
	·		Partner:	Provider		Method		
Other (specify):			Services:	Services		Services	5	
			Partner:	Provider		Method		
Other (specify):			Service :	Services		Services		
			Partner:	Provider		Method		

### **IDES NON-DISCLOSURE AGREEMENT**

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

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

### **IDES NON-DISCLOSURE AGREEMENT**

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

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

#### **IDES NON-DISCLOSURE AGREEMENT**

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

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