### Attachment No. 1 to Amendment No. 2 to LWIA #18 MOU

### LOCAL MOU TEMPLATE

### MEMORANDUM OF UNDERSTANDING BETWEEN VERMILION COUNTY WORKFORCE INNOVATION BOARD AND VERMILION COUNTY ONE-STOP PARTNERS

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#### 1. PARTIES TO MOU (SEC. 121 (C)(1)) (Governor's Guidelines, Section 1, Item 8(b))

- List the required partner providing services in the local area
- List the partner agency providing services of each required partner

PARTIES TO MOU	TYPED NAME
Local Workforce Innovation Board Chair	Jeff Fauver
Chief Elected Official	Larry Baughn Jr.
<b>REQUIRED PARTNERS AS PARTIES TO MOU</b>	ENTITY ADMINISTERING PROGRAM Typed Name <sup>1</sup>
Title I: Adult, Dislocated Worker, Youth	Vermilion County Works (VCW)
Title II: Adult Education and Literacy	Danville Area Community College (DACC)
Title III: Employment Programs under Wagner-Peyser	Illinois Department of Employment Security (IDES)
Title IV: Rehabilitation Services	Department of Human Services-Division of Rehabilitation Services (DHS/DRS)
Perkins/Post-secondary Career & Technical Education	Danville Area Community College (DACC)
Unemployment Insurance	Illinois Department of Employment Security (IDES)
Job Counseling, Training, Placement Services for Veterans	Illinois Department of Employment Security (IDES)
Trade Readjustment Assistance (TRA)	Illinois Department of Employment Security (IDES)
Trade Adjustment Assistance (TAA)	Vermilion County Works (VCW)

<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.

Migrant and Seasonal Farmworkers	Illinois Security	1 1 2			
Community Services Block Grant (CS	BG)	East Central Illinois Community Action			
		Agency (	ECICAA)		
Senior Community Services Emplo	oyment Program	National	Able (NA)		
(SCSEP)					
TANF		Departme	ent of Human Services - TANF		
		(DHS/TA	ANF		
Second Chance		No partic	cipating partner in our area.		
OTHER REQUIRED PROGRAMS	OFFERED	IF	F MARKED YES, LIST THE		
IN THIS LOCAL AREA AS PARTIE	ES TO MOU	ENTITY ADMINISTERING PROGRAM			
National Farmworker Jobs Program	□ Yes ⊠No				
Housing and Urban Development	⊠Yes □No	Housing Authority of the City of Danville			
Employment and Training Activities		(HACD)			
Job Corps	$\Box$ Yes $\boxtimes$ No				
Youth Build	$\Box$ Yes $\boxtimes$ No				
ADDITIONAL PARTNERS AS PART	IES TO MOU	ENTITY ADMINISTERING PROGRAM			
Youth Population	First Institute Training & Management				
	(FITM)				
Other	ILLINOI	S SBDC @ DACC			

### 2. PURPOSE AND SCOPE OF MOU (Governor's Guidelines, Section 1, Item 1)

• Describe the general purpose and scope of the umbrella MOU

The purpose of this MOU is to formalize the relationship of the partners in LWIA 18 with the Workforce Innovation Board #18. The partner agencies which are part to this Memorandum of Understanding hereby agree to the principles, guidance, policy, and procedures described herein in accordance with WIOA.

Attachments describing the unique or special role and relationship of individual partners will be incorporated into the MOU. This MOU concerns the programs and partner agencies that are affiliated with the comprehensive American Job Center-Illinois workNet Center located at 407 N. Franklin St. in Danville, Illinois, 61832 of Vermilion County.

This applies to all state-level agencies and entities in Illinois responsible for planning and administration of federally funded workforce development programs and local workforce innovation boards (LWIBs) and Chief Elected Officials (CEOs) responsible for planning and administering workforce development services in our local workforce innovation area. The local MOU will be used as an essential tool for establishing integrated and effective local workforce delivery systems that produce the skilled workers businesses in the local economy require.

### 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

LWIA 18 one-stop delivery system has a shared vision consistent with federal and state planning priorities. The vision of the partners in Vermilion County has been adopted which is to:

Vision Statement – Embracing Vermilion county's diverse population, we will form a foundation for our community to succeed in personal and workforce development, to provide a fully integrated network of training, education, employment, and supportive services that maximize resources.

We will work toward achieving our vision using these principles as guideposts for policy development and program service delivery. Each partner will use its resources to support the principles. Services including training, education, employment and supportive services will be offered with ongoing discussion and negotiations for sustaining services among partners long-term as required by federal, state, regional, and local planning guidelines.

Partners have built a system that is employer-centric and built upon common efforts of our economic development partners with strong industry partnerships in place, is holistically focused on the industry sectors that are being targeted, uses regional labor market data to have an up-to-date understanding of both the supply and demand sides of our local economy, including the talent needs and qualifications of employers and our education and training systems' effectiveness in meeting them, builds upon educational efforts throughout the area to identify and create job relevant career pathways for all on-ramps within a given industry sector and their associated occupations, advances opportunities for all job-seekers including low-skilled adults, youth, individuals with disabilities, veterans and other individuals with multiple barriers to employment, and creates a system of workforce, education, and economic development partners that provide excellence in meeting the needs of business and individuals thus growing a vibrant and robust local economy.

Aspects of the vision currently in place include: the partners started facilitating meetings to negotiate the current MOU on February 21, 2019. The partners continued regular meetings up to today's date to ensure all members of our community understand and take advantage of the workforce development services available. We have regular monthly "roundtable" meetings to address any concerns or issues with individuals seeking workforce development assistance, and during those roundtables, a new partner is invited to provide a cross-training presentation to ensure all partners are cognizant of what each other does. These monthly roundtable meetings also help with the follow-up process to ensure not any individual "falls through the cracks" and this also eliminates the possibility for duplications of workforce services.

The Vermilion County One-Stop Operator has created a referral form for each partner to fill out as they oversee referrals from agency to agency. All individuals who enter into the One-Stop Center are asked to fill out a Basic Customer Information (BCI) Form and they're assigned a number. The BCI filled out by the individual indicates what services they want or need using our center. The information is then compiled into a database that is shared with all partners.

The referral form and the BCI are both evolving documents, and are subject to updates as necessary. The vision for the One-Stop in Vermilion County is currently underway.

The LWIA 18 partners, in collaboration with the VCWIB, currently use labor market information to understand the supply and demand of the economy. Vermilion County has implemented career pathway initiatives and post-secondary career pathway efforts in targeted sectors. Our area currently offers targeted services to individuals with barriers to employment. The partners work with local community groups to identify persons, who with some encouragement, might benefit from WIOA services. We recognize that in order for the customers with significant barriers to employment to be successful, basic needs, education barriers, perceptions of work, peer pressure and a range of issues have to be addressed.

This local MOU is intended to reflect the shared vision and commitment of the Board and Partners to a high-quality workforce development system and center and be consistent with the vision articulated by the federal, state, regional and local planning priorities.

All aspects of the vision are currently in place however, the partners will continue to improve various aspects of the shared vision through time, planning, mutual trust, and cooperation of all partners acting as a team, in good faith. This MOU supports the vision to ensure collaboration among education, workforce, economic development and required partners as they provide program participants the ability to move along their chosen career pathway, leading to high-paying jobs in growing sectors of the economy that offer long-term opportunities for stable employment.

### 4. MOU DEVELOPMENT (Governor's Guidelines, Section 1, Items 2-8)

- Fully describe the process and efforts of the Local Workforce Innovation Board and required partners to negotiate the MOU
- Confirm whether all required partners participated in negotiations
- Explain the process to be used if consensus on the MOU is not reached by partners

For the purpose of this MOU, each entity agrees to participate in negotiations to reach an agreement. The VCWIB hosted multiple meetings with required partners and core one-stop partners discussing service delivery and cost allocation agreements. The VCWIB Chairman appointed himself for review and moderation in the MOU negotiation process and to facilitate discussions. Results of this negotiation were reported to the Governor through Appendix 11 of the Governor's Guidelines. There were two meetings conducted, reviewing the MOU language and negotiating the cost allocation plan. There were several partners who consistently attended the meetings. For those partners who weren't able to attend, or attended sporadically, phone attendance was available and meeting notes were provided following each meeting with all updates to the language and/or to the budget attached. Between every meeting, it was encouraged for all partners to provide feedback, questions, changes, and/or concerns to be addressed at the next meeting.

Consensus was reached within all partners.

If a consensus cannot be met on an MOU, the partners will convene as a group to try to work out an agreeable solution. If that fails to produce a consensus, the matter will go before the WIOA Executive Committee to again tr to negotiate a consensus. If a consensus is still not reached, the Executive Committee will contact the Executive of said agency to negotiate a workable MOU.

# 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

Vermilion County American Job Center 407 N. Franklin St. Danville, IL 61832-4542

## 6. DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (Sec. 121 (c)(2)(i)) (Governor's Guidelines, Section 1, Item 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> to serve as a reference for local negotiations) illustrating local methods of service delivery, which includes:
  - *Career services to be provided by each required partner in each comprehensive one-stop center*
  - Other programs and activities to be provided by each required partner
  - *Method of delivery for each service provided by each required partner (e.g., staff physically present, cross-trained staff, direct linkage technology)*
- In the spaces provided below:
  - In the introductory paragraph of this section, describe the required partners' combined commitment to integration and "manner in which the services will be coordinated and delivered through the system" (§ 678.500(b)(1))
  - In the spaces below designated for each required partner, describe each partner's commitment to coordinated service delivery and explain how the services provided and the method of service delivery (as documented in the local service matrices) illustrate that commitment
  - For each required partner below, describe the location(s) at which services of each required partner will be accessible

In Vermilion County, each partner program will have specific governance, operations, and service delivery roles within the Center. In accordance with 20 CFR 678.420, 34 CFE 361.420, and 34 CFR 463.420, each required partner program will:

\*Provide access to its programs and activities at the Center. Services will be collaborated in a number of ways, including in-person, electronically (email, skype, other electronic means), and via telephone.

\*Participate in the operation of the center consistent with the terms outline in this MOU by offering its respective services through on-demand access to the required career services in the most inclusive and appropriate setting and makes necessary accommodations for individuals with disabilities, which are necessary to achieve effectiveness and physical and programmatic accessibility.

Partners will use a referral forms in order to track integration and collaboration among the required partners. Cross-training efforts have begun and will continue into PY17. Responsibility for these coordinated efforts have become part of the one-stop operator's duties. Cross-training staff within the center will allow for better customer service.

Designated staff will welcome the customer and a needs-based assessment will determine the customers next steps in the service delivery process. It is then determined by appropriate staff if a referral to another agency is needed.

All partners services are accessible via online access through the AJC Resource Room at the Center.

Title I (Adult, Dislocated Worker and Youth) – Vermilion County Works (VCW) provides all Title I career and training services in Local Workforce Innovation Area 18. VCW full time staff is physically located in the comprehensive one-stop center in Danville and will offer basic career services to individuals seeking assistance. Basic career services include but are not limited to eligibility determination and possible co-enrollment among Title I funding streams, initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), supportive services, labor exchange services including job search assistance for in-demand and non-traditional employment, referrals to other programs, and performance data and costs for eligible training provider programs. Additionally, VCW staff will offer individualized career services when necessary for an individual to obtain or retain employment. These services include, but are not limited to, specialized assessments of the skills level, development of an employment plan, individual and group counseling, short-term pre-vocational services, and work-based learning opportunities. Lastly, we offer follow-up career services to individuals that have been placed in unsubsidized employment for up to 12 months. Title I services are primarily available at 407 N. Franklin St., Danville, IL inside the One-Stop Center, however, Vermilion County Works is mobile and can travel to any other agency, as needed.

**Title II (Adult Education and Literacy)** –Adult Education staff is on-site and will provide crosstraining on Adult Education services for One-Stop staff so they can make appropriate referrals for service. To meet the "on-demand access to required career services" at the One-Stop, Adult Education will administer a needs assessment with ADA accommodations, if necessary, through phone calls (English), email (English), and face-to-face via Google Hang Out Video Call (English: pre-scheduled calls or as available). Needs assessment follow-up will include: intake and orientation for adult education classes, employment and education transition services, reasonable ADA accommodations as needed, individual career and academic counseling, and college placement testing. Adult Education will also provide supportive services such as constitution testing, academic referrals, and assistance with HSE testing accommodations as well as coordination with other social service agencies to avoid duplication of services. Literacy services will be provided when appropriate for learners with an 8th grade or lower reading or math level as determined by TABE or Adult Ed Math Exams. Title II Adult Education and Family Literacy is available at the One-Stop Center located on 407 N. Franklin St. in Danville as well as at Danville Area Community College on 2000 E. Main St in Danville.

**Title III (Employment Services under Wagner-Peyser)** –Wagner-Peyser staff is located on-site at the One-Stop Center. 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. IDES has the One-stop staffed with two Employment Security Program Representatives to handle this responsibility.

**Title IV (Rehabilitation Services)** –The DHS Division of Rehabilitation Services is the state's lead agency serving individuals with disabilities. DRS works in partnership with people with disabilities and

their families to assist them in making informed choices to achieve full community participation through employment, education, and independent living opportunities.

The DRS-VR program provides vocational rehabilitation services to individuals with disabilities to help them prepare for, secure, regain or retain employment. Persons with disabilities face many challenges in today's modern workplace. We believe that people with disabilities, given the right opportunities, can work and be fully integrated into mainstream society and the work place. Vocational rehabilitation services can reduce or remove barriers to employment. To be eligible for VR services, a person must have a physical or mental impairment that is a substantial impediment to employment; be able to benefit from VR services in terms of employment; and require VR services to prepare for, enter, engage in, or retain employment.

Once eligibility is established, a VR counselor assists the person to develop an Individualized Plan for Employment (IPE). The IPE identifies the vocational goal and the services that will be provided in order to achieve that goal. To help people with disabilities obtain employment, DRS provides comprehensive rehabilitation services, which may include: information and referral, assessment services, counseling and guidance, physical restoration, vocational training/certification, or other post-secondary education (college degree programs), job search, job placement and job coaching, supported employment. The identification & successful provision of vocational rehabilitation services ultimately assists persons served to become tax paying citizens and to reduce their reliance on entitlement programs.

#### DRS Statewide Transition Services:

Transition services facilitate and support the movement of high school students with disabilities into adult life activities. DRS's primary role is to facilitate the transition from school to employment and independent living. These services may include: career counseling, vocational exploration, and job placement assistance. DRS also provide support for students after they begin working to promote job retention. DRS Staff can also link students with community services provided by other agencies.

Under IDEA, the school is the primary transition provider while the student is still in school. DHS/DRS counselors often serve as consultants as well as provide vocational counseling for high school students with disabilities as they make their transition plans. As part of its continuum of coordinated transition services for youth with disabilities, DRS offers a wide range of these services to students at local high schools through the Secondary Transitional Experience Program (STEP).

STEP is a training/placement program that helps students with disabilities prepare to transition to employment and community participation during and after high school. Students learn to become productive, self-sufficient adults through a variety of STEP services including; guidance and career counseling, information and referral, opportunities for career exploration, participation in paid work experiences, job training and placement, supported employment services, independent living services, & overall coordination of post-secondary education and training.

#### Additional DRS Units & Services

Bureau of Blind Services: Provides VR services specifically for individuals who are blind and visually impaired.

Deaf & Hard of Hearing Unit provides support to the VR Counselors serving individuals who are deaf or hard of hearing.

Specialized VR services for persons with disabilities who are Hispanic/Latino. Bureau of Home Services provides a wide range of services to individuals with the most significant disabilities to enable them to remain in their homes and live as independently as possible. Services also include specialized services for people with HIV/AIDS or brain injuries. Independent Living. Bureau of Disability Determination Services determines the eligibility of people to receive benefits under Social Security's disability programs, Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI).

Educational Services: DRS operates three residential schools for specific populations of individuals who are disable including; Illinois School for the Deaf & Illinois School for the Visually Impaired in Jacksonville, & Illinois Center for Rehabilitation & Education-Roosevelt. DHS-ORS is co-located with the One Stop Center at 407 N. Franklin St. in Danville. DHS/ORS is also available via direct linkage through One-Stop staff who can provide information to the customer, and contact by DHS/ORS staff is made within a reasonable time. DHS/ORS staff can be reached by phone at 217/446-0230 during normal business hours on all normal business days. There is voicemail available for the customer to leave a message if access to services via phone is unavailable at the time of contact.

**Perkins/Post-Secondary Career and Technical Education** –The Carl Perkins partner will develop a paper referral form to be available at the VCAJC that staff can use to refer clients to CTE programs and Perkins supported services. Once a referral is complete, contact by Perkins staff is made within a reasonable time. In addition, customers can call (217)443-3222 to be directly connected to services during normal business hours and there is voicemail available for the customer to leave a message if access to services via phone is unavailable at the time of contact. Hoopeston customers can also call (217) 283-4170 for services. Services will be provided at Danville Area Community College (DACC), 2000 E. Main Street, Danville, IL 61832 as well as at the DACC Hoopeston Higher Learning Center, 847 E Orange Street, Hoopeston, IL 60942. All One-Stop Center staff and partners are cross-trained in Perkins services.

**IDES/Unemployment Insurance (UI)** –IDES has staff via direct linkage (direct phone line). 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. Clients who wish to file an UI claim may do so in the One-stop's resource center. Assistance with filing the claim will be provided by the One-stop's staff. Clients who come to the One-stop with UI-related problems will be connected to the IDES Customer Service Center via a direct linkage phone connection.

**IDES/Job Counseling, Training and Placement Services for Veterans** – IDES has staff on-site at the One-Stop Center and also via direct linkage (direct phone line). IDES provides veterans with priority of service over all other job applicants, actively promotes and develops employment opportunities, and provides placement and vocational guidance services. This service is provided on-site by the two Employment Security Programs Representatives. If the veteran is disabled and has barriers to employment, he/she will deal with a Disabled Veterans' Outreach Program (DVOP) Representative who is on-site once a week. The DVOP can also be reached via a direct linkage phone connection.

**IDES/Trade Readjustment Assistance** – IDES has staff available via direct linkage (direct phone line). 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. Clients requiring assistance with TRA issues will be connected via telephone to the IDES Customer Service Center via a direct linkage phone connection.

**Trade Adjustment Assistance (TAA)** – Onsite. Vermilion County Works (VCW) provides TAA program services to eligible workers in Vermilion County. VCW staff works with IDES staff to determine potential eligibility and meet with affected workers that have a certified TAA petition to explain program benefits and services. Such services include Trade Readjustment Assistance (TRA), subsidized training, Re-employment Trade Adjustment Assistance (RTAA) wage subsidy for workers nearing retirement age,

employment and case management services, out-of-area job search and relocation allowances. VCW staff ensure that customers receive services, such as comprehensive assessments of skill levels and service needs, developing individual employment plans to identify employment goals and objectives, prevocational services such as interviewing and communication skills, career counseling, labor market information, and availability of supportive services. VCW staff work in conjunction with DCEO and IDES staff to administer and coordinate services for local customers. Vermilion County Works staff primarily is housed at the One-Stop Center at 407 N. Franklin in Danville, but is available to travel to an employer or agency, as needed.

**IDES**/ **Migrant & Seasonal Farmworkers** (**MSFW**) – IDES has staff on-site at the One-Stop Center. IDES provides staff assisted services including job development, career guidance, and referral to training and supportive services for migrant and seasonal farmworkers. Clients requiring assistance with this program will be helped by the on-site Employment Security Program Rep.

### National Farmworker Jobs Program (NFJP) – N/A

Community Service Block Grant (CSBG) – As the primary CSBG Program for the comprehensive One-Stop, CSBG services are geared towards helping families overcome poverty and to achieve economic self-sufficiency. Specific services offered through CSBG are determined annually based on results collected from a community needs assessment. Currently, CSBG offers Affordable and Equitable Housing Services, Educational Services, Short-term Crisis Mitigation (imminent homeless, employment barriers, etc.), College Internships, Employment Readiness Opportunities, Summer Academic Programs, Senior Nutrition Programs, Homeownership Counseling, and Economic Empowerment Workshops within the community. CSBG's specific mandate is to offer a range of effective services and activities that have measurable results in alleviating the causes and effects of poverty in communities. CSBG services will be offered at Community Action locations throughout Vermilion County. Strategies have developed and implemented by Family and Community Development Specialists – frontline team members - to make formal customer referrals to the American Job Center (AJC) and its ancillary partners; based on the referral processes as set forth by the AJC. Family and Community Development Specialists have the ability to deliver direct CSBG services at the AJC on an as needed basis." All partners services are accessible via online access through the AJC Resource Room at the Center. All One-Stop staff and partners are cross-trained in services offered by CSBG.

**Senior Community Services Employment Program (SCSEP)** – 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. All One-Stop staff and partners are cross-trained in services offered by SCSEP. Services are provided via direct linkage.

**DHS/TANF** – Illinois Department of Human Services, Vermilion County Family Community Resource Center is located at 220 S. Bowman Ave, Danville, IL 61832. Staff are available Monday through Friday 8:00am until 5:00pm to either answer questions or assist with the application for TANF benefits. A direct linkage number is provided through Layne Estes at 217-442-4003, ext. 248 during normal business hours on all normal business days. When staff isn't available there is a voicemail for customers to leave a message. Applications are available in the lobby of the office, at the reception desk, as well as online by following the prompts at illinois.gov. AJC Resource Room staff is cross-trained and available to help guide customers through the TANF website. Basic questions can be answered about TANF through their website, and if the situation is more complicated, a referral to TANF is made. TANF has the opportunity to utilize the building for trainings, orientations, etc. in the conference room as often as needed. Partner agencies can attend regular meetings held at the DHS location as well. All One-Stop staff and partners are cross-trained in services offered by TANF.

### **IDOC Second Chance** – N/A

**HUD Employment and Training Activities** – The mission of the Housing Authority of the City of Danville is to provide and to develop quality affordable housing opportunities for individuals and families and to assist low income residents with safe, decent, sanitary, and affordable housing. We encourage active resident participation and provide opportunities for self-improvement which may enhance the residents' self-confidence and economic self-sufficiency. We will maintain and create community partnerships with the appropriate agencies to assist us in accomplishing our mission. All One-Stop staff and partners are cross-trained in services offered by HUD. HUD partners with Vermilion County Works and other partners in the center to deliver career services through the referral process. The Housing Authority of the City of Danville is located at 1607 Clyman Lane in Danville. HUD is also available via direct linkage through One-Stop staff who can provide information to the customer, and contact by HUD staff is made within a reasonable time. HUD staff can be reached by phone at 217/443-0621 during normal business hours on all normal business days. There is voicemail available for the customer to leave a message if access to services via phone is unavailable at the time of contact

Job Corps – N/A

### **YouthBuild** – N/A

Other – First Institute Training and Management - FITM has staff available in the building, and is one of our subcontractors for our year-round youth services. They provide GED training and obtainment along with work experience at various locations throughout the area. FITM participates as any other partner would in the cross-training of all staff and in the meetings held monthly. FITM does its own follow-up services as well.

Other – DACC/Small Business Services – Using cross-training through the staff at the One-Stop center as well as cross-training with other present partners, DACC's Small Business Division provides information and assistance to potential and existing Illinois small businesses through one-on-one counseling and training sessions.

Our services include:

One-on-one business counseling for existing and start-up businesses. Assistance with developing, writing, and implementing business plans. Preparing and implementing budgets. Cash flow management. Evaluating business acquisitions. Evaluating legal entities. Periodic Training Seminars. Help in identifying and applying for business financing. Assistance with financial analysis and planning. Access to business education and training opportunities. DACC Services are provided via direct linkage.

## 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 VCWIB has procured Danville Area Community College (DACC) as the One-Stop Operator for Workforce Innovation Area 18. At a minimum, the role and responsibilities for the One-Stop Operator shall include the following:

1. Coordination of resource room & basic career services in Vermilion County.

2. Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies.

- 3. Coordinate all One-Stop employment and training activities.
- 4. Establish a single point of entry (electronic & physical) for job seekers.
- 5. Access to data, information, and analysis for the local labor market.
- 6. Provision of job search, placement, recruitment, and employment activities.

7. Assure the delivery of services to individuals with limited English proficiency, disabilities or other significant barriers.

8. Develop and maintain written policies that will outline the responsibilities and objectives of each of the One-Stop Partners while providing excellent customer service.

The operator is expected to ensure that the One-Stop Partners adhere to the MOU and actively participate with the core and required partners to integrate services in the OneStop System and Center. The One-Stop Operator will work with One-Stop Partners to ensure that the staff's training regarding the partners' services are provided to One-Stop staff. The One-Stop Operator will ensure all partners follow the policies of the center, ensure timely and efficient handling of incoming telephone calls by a full-time Resource Room Attendant who is knowledgeable of the basic available services and the current availability of staff, coordinate and schedule facilities usage such as, but not limited to classrooms, assessment, and conference rooms. The Operator will ensure all partners abide by all federal, state, and board procurement policies, follow any current and future board administrative directives especially those directives that concern: fiscal responsibilities of the day-to-day operation of the American Job Center, Equal Employment Opportunities, and the Americans with Disabilities Act.

The Operator will manage hours of operation, manage technological resources such as websites, case management information, business networking software, online testing sites, manage daily operations through coordination with WIOA Fiscal Agent for lease, utilities, and other invoice remittance, provision of basic services such as orientations, information on careers and labor markets, and resource

rooms, submission of annual staffing and operational budgets, following federal and state regulations pertaining to handling of EEO responsibilities, customer complaints, physical and programmatic accessibility, implementation of board policies, and reporting to board on operations, performance accountability, and continuous improvements. Agencies located in the Center will assist with resource room coverage as necessary due to circumstances requiring the Resource Room Attendant's unavailability including, but not limited to, lunches, staff meetings, vacations, etc.

The One-Stop Operator must use the most restrictive procurement policy applicable to the procuring entity. The Operator will follow all DACC procurement policies as it is the most restrictive policy available. All major purchases requiring procurement will be discussed with all partner agencies prior to purchase.

The One-Stop Operator will not perform any of the following duties: convening system partners to assist in the development of the local plan; preparation and submission of the local plan; management of the competitive selection process for one-stop operators; selection or termination of one-stop operators, career services, and youth providers; negotiation of performance measures; and development and submission of the budgets of the local board.

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

- <u>In the spaces provided below</u>, address all of the following:
  - 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
  - o 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 will provide oversight and coordinate the referral process among the required partners. This includes the development of a system-wide referral form with county-wide coverage. While the majority of referrals will originate in the American Job Center, other workforce development partners that are not occupying space in the American Job Center will initiate the referral utilizing the approved form.

The referrals will be made by using the American Job Center - Illinois workNet Center referral form, made in triplicate. The original will go with the customers to take to the agency to which they are being referred and a copy will be maintained by the referring agency. In addition, the remaining copy will be retained by the One-Stop Operator for use at partner meetings to ensure services were rendered and to assist with tracking performance of the American Job Center. The referral form is attached to this MOU as Addendum #2.

All partners agree to commit staff to partner meetings to share information regarding the overall process of referrals, discuss and participate a in cross-training program, and to participate in the continuous improvement of the Vermilion County American Job Center referral process.

Every single agency in our area will refer and participate in Vermilion County's workforce development system, as the customer needs. Agencies can refer to every partner in this MOU, or even additional agencies in the area, as appropriate.

Quarterly, the One-Stop Operator will prepare a report or any other specific reports as agreed upon, for any partner agency to identify the name of the individual(s) who showed up and a description of disposition including: giving information, eligibility determined, declined services, enrolled or in receipt of services, and scheduled receipt of services. By signing this agreement, all partners agree that they will release information as it pertains to workforce development and the continuous improvement process associated with the American Job Center.

Title 1B Adult, Dislocated Worker & Youth) refers to the following required partners: Title II, Title III, Title IV, Perkins/Post-Secondary Career and Tech Ed, IDES (UI), IDES/Job Counseling, Training and Placement Services for Veterans, IDES/TRA, TAA, MSFW, CSBG, SCSEP, TANF. They also refer to FITM & ILLINOIS SBDC @ DACC Division.

**Title I (Adult, Dislocated Worker and Youth)** – Referrals will occur to all participating partners listed in this MOU.

**Title II (Adult Education and Family Literacy)** – Referrals will occur to all participating partners listed in this MOU.

**Title III (Employment Services under Wagner-Peyser)** – Referrals will occur to all participating partners listed in this MOU.

**Title IV (Rehabilitation Services)** – Referrals will occur to all participating partners listed in this MOU.

**Perkins/Post-Secondary Career and Technical Education** – Referrals will occur to all participating partners listed in this MOU.

**IDES/Unemployment Insurance (UI)** – Referrals will occur to all participating partners listed in this MOU.

**IDES/Job Counseling, Training and Placement Services for Veterans** – Referrals will occur to all participating partners listed in this MOU.

**IDES/Trade Readjustment Assistance** – Referrals will occur to all participating partners listed in this MOU.

**Trade Adjustment Assistance (TAA)** – Referrals will occur to all participating partners listed in this MOU.

**IDES/ Migrant & Seasonal Farmworkers (MSFW)** – Referrals will occur to all participating partners listed in this MOU.

National Farmworker Jobs Program (NFJP) – n/a

**Community Service Block Grant (CSBG)** – Referrals will occur to all participating partners listed in this MOU.

**Senior Community Services Employment Program (SCSEP)** – Referrals will occur to all participating partners listed in this MOU.

DHS/TANF – Referrals will occur to all participating partners listed in this MOU.

**IDOC Second Chance** – Referrals will occur to all participating partners listed in this MOU.

**HUD Employment and Training Activities** – Referrals will occur to all participating partners listed in this MOU.

Job Corps – n/a

YouthBuild - n/a

Other – FITM - Referrals will occur to all participating partners listed in this MOU.

Other – DACC Small Business - Referrals will occur to all participating partners listed in this MOU.

### 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

The Vermilion County American Job Center is located in Danville, IL. Its location is near the city center, and is accessible utilizing public or personal transportation. The Center is recognizable through multiple exterior signs designating our building as the American Job Center, with the main sign on the corner of Walnut and Seminary identifying the tenants occupying and offering services in the center. The Center also offers plenty of parking space including several dedicated parking spots for individuals with disabilities. In regards to ADA accessibility of the American Job Center, the One-Stop Operator in coordination with the WIB will regularly review for compliance to ADA standards and requirements. The comprehensive one-stop will maintain compliance with Section 188 of WIOA, the Americans with Disabilities Act of 1990, and all other applicable statutory and regulatory requirements.

### 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 required career services on site and the opportunity to explore occupations to understand the technical and physical requirements. Additional accommodations will be made, if necessary. Direct linkage is addressed in the referral process and will be with a designated staff member in-person at the partner program if not on-site.

All partners agree that they will not discriminate on the basis of gender, race, age, color, creed, religion, national origin, disabillity, or veteran status, or on the basis of any other classification protected under state or federal law. All partners have assured that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees as posted and/or required by law. Each partner also assures 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(s), programs, services, technology, and materials are accessible and available. 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. All staff members will be training to provide services to all, regardless of range of abilities, mobility, age, language, learning style, and education level. An interpreter will be provided to any customer with a language barrier, and assistive devices will be available, if needed.

IDES has access to a language interpretation line that is able to provide assistance with 24 different languages, which can be used for IDES-related issues.

### 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

All partners in LWIA 18 agree to share data to the fullest extent possible through agreements and practices that allow each program to comply with the state and federal laws governing it to protect personally identifiable information while working toward greater integration of services across programs. Partners will share the number of customers served and program performance to assure that

all common primary performance indicators are achieved. The implementation of our intake and case management system is explained below, and was implemented on July 1, 2017.

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.

The One-Stop Operator hosts monthly round-tables in which the Basic Customer Information (BCI) dashboard, created from the Basic Customer Information forms completed for that month, are shared with all partners. All partners can see and discuss the workforce development needs of the county. At any time between meetings, any partner can access the BCI database or dashboard via email with the One-Stop Operator or the One-Stop Operator Assistant. Also during these meetings, the referral process is discussed to ensure the smooth flow of the process. The local referral process (addendum 2) eliminates the possibility of individuals falling through the cracks and ensure proper follow up through our approved procedures. Also discussed on a monthly basis is the number of referrals made by each agency. This information will pinpoint possible concerns with getting full participation from partner agencies and getting the AJC services to their respective clients. Our goal is to ensure that all workforce development partners are completely vested in this process and our design will hold agencies accountable if concerns are identified.

# 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
  - *ii.* The dollar amount of a 10% variance from each partner's total cash contribution in the case that actual costs exceed budgeted costs.

The following section explains the definitions and principles for site costs and systems costs to maintain the operation of the American Job Center in Vermilion County. The cost allocation spreadsheet is reviewed annually by the Workforce Innovation Board (WIB) and all partners including the lease holder, Danville Area Community College. All partner personal space, common space, and systems costs are based on square footage of occupancy per co-located partner. All shared space costs are based on FTE's of all partners in the Vermilion County. All costs, approved by the WIB Accountability Committee and the full WIB, included in this final MOU budget are for PY 2019-2020. The WIB is cognizant that the cost allocation plan is a living document as we continue to transition into WIOA. Our local Workforce Innovation Board will revisit our plan annually to ensure that all costs are fairly allocated to all partner agencies.

### Shared Services Site Cost

Definition: A "Shared Cost" is one that is incurred by one partner, but which benefits at least one other partner in the One-Stop System. The shared system costs would include, but would not be limited to, such items as: the costs necessary to operate the physical One-Stop Center(s); the costs of providing services through the One-Stop delivery system; all other costs essential to establishing and maintaining the One-Stop system. "The Memorandum must incorporate the Agreement by reference as an attachment and provide that the Agreement's terms shall supercede and take precedence over any conflicting or different provisions contained in any other part of the Memorandum."

The VCWIB has procured Danville Area Community College as the One-Stop Operator. The OSO cost has been included in the PY17 annual budget as a shared cost and will be revisited and included annually from herein. The agreement between the local board and the OSO has been attached as Addendum #1 to this MOU.

The co-located Partners are IDES, VCW, and Department of Human Services - Office of Rehabilitation Services. Other may co-locate staff at the center on either a full-time or part-time basis. Those partners that co-locate will share in the operational costs of the center at a rate determined by the negotiated cost allocation/cost sharing agreement.

The Partners who co-locate in the Center agree to provide a proportionate share of staff time or cost for common functions have been identified as an initial point of contact and core services. Staff time or cost will be contributed in the same proportion as the staff located in the Center.

#### Shared Systems Costs

Definition: "System Costs" can be defined as all costs incurred by One-Stop Partners for the period of the agreement, which are necessary for the provision of services and the operations of the One-Stop system.

The development of a method to share system costs have been completed and will be party of an evolving system. Sharing of system costs is described in the spreadsheet.

In the case of a dispute, all partners agree to comply with the Illinois Workforce Innovation Board's (IWIB) Conflict Resolution Procedure for Memorandum of Understanding to resolve any possible differences.

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. Agreements are made contingent on the availability of Federal funding for each required program.

All partners have agreed to the costs below as part of the 2019-2020 MOU effective July 1, 2019 to June 30, 2020. Meetings to negotiate the 2019-2020 MOU, including shared and infrastructure costs, began February 21<sup>st</sup> with most partners in attendance. The meetings were facilitated by the VCWIB Chairman, Jeff Fauver. All partners were invited and kept "in the loop" via email after any decisions or changes were made during the scheduled meetings. During the first meeting, FTEs in the Center were reviewed and discussed. After discussion, FTEs were agreed upon and the update(s) to the spreadsheet reflecting the changes were emailed to all partners for input. The second meeting was held on April 5<sup>th</sup>. Shared & infrastructure costs at the Center were discussed. After discussion and agreement amongst all partners as to what those not in attendance. Our final meeting to discuss any final changes to the budget was held on May 10<sup>th</sup>. During this meeting, all partners agreed to all costs and the budget was finalized.

	-	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)
Commerce	Title IB - Adult, Youth, & Dis. Workers	\$61223	\$67345.30
	ΤΑΑ	\$6803	\$7483.30
	CSBG	\$6803	\$7483.30
IDES	Title III - Wagner- Peyser	\$23809	\$26189.90
	Title III - MSFW	\$3401	\$3741.10

	Veterans Services	\$13605	\$14965.50
	<b>UI Comp Programs</b>	\$3401	\$3741.10
	TRA	\$3401	\$3741.10
	Title II - Adult Education	\$13605	\$14965.50
ICCB	Career & Tech Ed - Perkins	\$3401	\$3741.10
DHS	Title IV - Vocational Rehab	\$13605	\$14965.50
	TANF - DHS	\$13605	\$14965.50
Aging	SCSEP	\$3401	\$3741.10
DOC	Second Chance	0.00	0.00
	HUD	\$6803	\$7483.30
Titl	e IC - Job Corp	0.00	0.00
Title ID - N	ational Farmworkers	0.00	0.00
Title	ID - YouthBuild	0.00	0.00
CI	MS-Veterans	\$3401	\$3741.10
	FITM	\$27210	\$29931.00
Illinois ILL	INOIS SBDC @ DACC	\$3401	\$3741.10
	Other 4		
	VENT BROGERIURE		

## 13. AMENDMENT PROCEDURES (Sec. 121 (c)(2)(v)) (Governor's Guidelines, Section 5) (§ 678.500(b)(5))

Describe amendment procedures, including annual negotiation of infrastructure and shared system costs to address the following:

- The amount of notice a partner agency must provide the other partners to make amendments
- The procedures for informing other partners of the pending amendment
- The circumstances under which the local partners agree the MOU must be amended
- The procedures for amending the MOU to incorporate the final approved budget on an annual basis
- The procedures for terminating the MOU or a specific partner's participation in the MOU
- The process for resolving any disputes that evolve after the agreement is reached

NOTE: Ensure the MOU reflects the most recent date as amendments are approved

This Agreement can be amended by written action of the WIB, CEO, and the Partner Agencies which are signatory to this agreement, but must be no sooner than a 30-day notice. Such an amendment can be considered at any time and be proposed by any agency that is a partner to this agreement. The proposed amendment will be adopted when two-thirds of the Partners agree to the change, and the amendment is approved by the WIB, and the decision is ratified by the CEO.

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. The 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.

EXAMPLE: All amendments will involve the following process:

1. The Parties seeking an amendment will submit a written request to the VERMILION COUNTY WORKFORCE INNOVATION 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 VERMILION COUNTY WORKFORCE INNOVATION 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 LOCAL WORKFORCE INNOVATION BOARD. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.

A 30-day notice is required by any partner agency to all other partner agencies for any amendments, including, but not limited to, amending the MOU to incorporate the final approved budget on an annual basis, terminating the MOU or a specific partner's participation in the MOU, and resolving any disputes that evolve after the agreement is reached.

# 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

Within 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. If substantial changes should occur prior to the MOU's three-year expiration date, the VCWIB staff to the board will conduct a meeting of all partners to discuss the reason for said changes. The partners shall collaboratively make any necessary modifications and renew the MOU, as appropriate.

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

Parties to this Agreement agree to abide by all applicable EEO rules and regulations.

Partners agree to protect the confidentiality of client information consistent with their own internal rules.

Partners agree to protect the confidentiality of the following: employees, employers, client names, phone numbers, addresses, social security numbers and/or tax identification numbers, and unemployment insurance records. If a Partner is unsure whether information or a document is confidential, treat it as confidential. Confidential documents must be disposed of by shredding. Partners that do not have shredding capabilities must keep confidential documents in a secure place until they can be disposed of properly. There is a shredder bin located throughout the Center, which Partners can use to destroy confidential materials.

This agreement shall not alter the Partners' legislative mandated provisions or casue said Partners to do anything in contravention of its own rules and regulations including HIPPA or FERPA.

No party to this agreement may hold another agency legally responsible for actions of another agency by virtue of being a signer to this agreement.

Disputes will be resolved in accordance with the Local Workforce Innovation Board and/or the HRIC/IWIB Conflict Resolution Procedures.

Partners will consider methods of financing strategies for marketing the Workforce Innovation System. **16. ADDITIONAL PARTNERS (Sec. 121 (b)(2))** 

Additional Partners will follow same procedures as if they were a required partner. Additional partners include: First Institute of Training & Management and the Illinois SBDC @ DACC.

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 MOU Agreement shall cover the period from July 1, 2017 through June 30, 2020 with the Service Matrix and Cost Allocation being reviewed annually. The MOU Agreement shall take effect on July 1, 2017.

## 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

Those signing have authority to represent and sign on behalf of their program.
19. ATTACHMENTS
LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

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

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

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

	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					$\boxtimes$	$\boxtimes$	$[\boxtimes]$		$[\boxtimes]$	$\boxtimes$	$[\boxtimes]$	
Title II: Adult Education and Literacy								$[\boxtimes]$				
Title III: Employment Programs under Wagner- Peyser												
Title IV: Rehabilitation Services					$[\boxtimes]$	$[\boxtimes]$				$[\boxtimes]$		
Post-secondary Career and Technical Education under Perkins												
Unemployment Insurance												
Job Counseling, Training and Placement Services for Veterans												

			INDI	VIDUALIZI	ED AND FOL	LOW-UP CA	AREER SER	VICES				
<b>R</b> EQUIRED 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)						$[\boxtimes]$			$[\boxtimes]$			
Migrant and Seasonal Farmworkers												
National Farmworker Jobs Program												
Community Services Block Grant (CSBG)							$\boxtimes$		$\boxtimes$			
Senior Community Services Employment Program (SCSEP)												
TANF												
Second Chance												
Housing and Urban Development Employment and Training Activities												
Job Corps												
YouthBuild												
Other (specify): FITM									$\boxtimes$			
Other (specify): DACC – Small Business												
Other (specify):												

<b>R</b> EQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Title I (Adult, Dislocated Worker, Youth)	
Title II: Adult Education and Literacy	ABE/ASE classes, registration, initial assessment, high school equivalency (HSE) information, integrated HSE/Vocational training, supportive services, CNA class information, vocational career paths, basic literacy
Title III: Employment Programs under Wagner-Peyser	Hiring events; Workshops
Title IV: Rehabilitation Services	
Post-secondary Career and Technical Education under Perkins	Provide seamless services ranging from basic skills instruction and occupational training to job preparation and placement.
Unemployment Insurance	Claims maintenance; general questions; claims filing
Job Counseling, Training and Placement Services for Veterans	Case Management; Workshops
Trade Readjustment Allowance (TRA)	Claims Maintenance; general questions
Trade Adjustment Assistance (TAA)	
Migrant and Seasonal Farmworkers	Hiring events; workshops
National Farmworker Jobs Program	
Community Services Block Grant (CSBG)	The CSBG under the auspices of East Central Illinois Community Action Agency provides early childhood education, emergency assistance, college scholarships, utility assistance, educational outreach services to middle and high school students, home weatherization services, employment readiness opportunities, and housing development.
Senior Community Services Employment Program (SCSEP)	Outreach Activities, recruitment, benefits screening, supportive services, case management
TANF	Temporary assistance to needy families with cash, medical, and SNAP programs. General questions, hiring events, self-sufficiency classes.
Second Chance	
Housing and Urban Development Employment and Training Activities	Outreach activities; general questions

### OTHER PROGRAMS AND ACTIVITIES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

REQUIRED PARTNER	<b>OTHER PROGRAMS AND ACTIVITIES PROVIDED</b>
Job Corps	
YouthBuild	

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

PROGRAM	SERVICES PROVIDED THROUGH Own Staff	SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH Contractor Provider	SERVICES PROVIDED THROUGH Direct Linkage
Title I (Adult, Dislocated Worker, Youth)	Vermilion County Works' – Title IB Adult, Dislocated Worker, Youth	Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services Title IB Youth Services	Services:
		Partner: Vermilion County Works	Provider FITM	Method:
Title II: Adult Education and Literacy	On-Site Classroom	services: The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.		Services Enrollment information; referrals
		Partner DACC Adult Ed Dept	Provider:	Method: google chrome, skype, phone, programmatic materals are distributed at all partner locations.
Title III: Employment Programs under Wagner-Peyser	Title III – Wagner Peyser	Services: The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services	Services:
		Partner: IDES	Provider:	Method

PROGRAM	SERVICES PROVIDED THROUGH	SERVICES PROVIDED THROUGH	SERVICES PROVIDED THROUGH	SERVICES PROVIDED THROUGH
	OWN STAFF	<b>CROSS-TRAINED PARTNER STAFF</b>	CONTRACTOR PROVIDER	DIRECT LINKAGE
Title IV: Rehabilitation Services	Title IV	services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services:	Services: Title IV
		Partner:DHS/DRS	Provider:	Method Phone
Post-secondary Career and Technical Education under Perkins		Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services:	Services Carl Perkins provides career and technical education information, career support and referrals.
		Partner DACC – Carl Perkins	Provider:	Method Google Chrome, Skype, telephone; distribution materials are provided at all partner agencies.
Unemployment Insurance		Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services	Services: IDES offers direct linkage for all individuals requiring assistance with UI benefits.
		Partner IDES	Provider	Method VOIP phone line
Job Counseling, Training and Placement Services for Veterans	Job Counseling, training and placement services for Veterans	Services The One-Stop Operatorwill ensure all partner staff iscross-trainedinbasiccommunityworkforce	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
		development services which will allow an immediate response to the job-seekers' needs.		
		Partner IDES	Provider:	Method:
Trade Readjustment Allowance (TRA)		Services: The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services	Services: TRA Services
		Partner IDES	Provider:	Method: VOIP phone line
Trade Adjustment Assistance (TAA)	TAA – Vermilion County Works	Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services	Services
		Partner: Vermilion County Works	Provider	Method
Migrant and Seasonal Farmworkers	Migrant and Seasonal Farmworkers	Services: The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services:	Services
		Partner IDES	Provider	Method:

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

PROGRAM	SERVICES PROVIDED THROUGH Own Staff	SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH CONTRACTOR PROVIDER	SERVICES PROVIDED THROUGH Direct Linkage
Community Services Block Grant (CSBG)	CSBG	Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services	Services The CSBG, under the auspices of ECICAA, provides early childhood education, emergency assistance, college scholarships, utility assistance, educational outreach services to middle and high school students, home weatherization services, employment readiness opportunities, and housing development. We are making referring and promotion the one-stop as required component of our intake and assessment processes when working with customers. Making sure that the customer makes direct connection with team members at the one-stop within 3 business days.
		Partner East Central Illinois Community Action Agency	Provider	Method:
Senior Community Services Employment Program (SCSEP)		Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services:	Services to complete enrollment, they would need to meet face- to-face
		Partner National Able	Provider:	Method: by phone to a live person
TANF		Services The One-Stop Operator will ensure all partner staff is	Services	Services: Contact Layne Estes at 217/442-4003 ext. 248. At this

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

PROGRAM	SERVICES PROVIDED THROUGH Own Staff	SERVICES PROVIDED THROUGH CROSS-TRAINED PARTNER STAFF	SERVICES PROVIDED THROUGH Contractor Provider	SERVICES PROVIDED THROUGH Direct Linkage
		cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers'		time, the technology required is unallowable due to security.
		needs. Partner: DHS/TANF	Provider:	Method: Contact Layne Estes at 217/442-4003 ext. 248
Housing and Urban Development Employment and Training Activities		Services The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services:	Services HUD
		Partner Housing Authority of the City of Danville	Provider	Method: by phone.
Other (specify): FITM	Title IB Youth Services	services: The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate response to the job-seekers' needs.	Services:	Services:
		Partner:FITM	Provider:	Method
Other (specify): DACC – Small Business		Services: The One-Stop Operator will ensure all partner staff is cross-trained in basic community workforce development services which will allow an immediate	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
		response to the job-seekers' needs.		
		Partner: DACC – Small Business	Provider	Method phone; referrals

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

### Attachment No. 2 to Amendment No. 2 to LWIA #18 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 #18 ("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. 1 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.
- <u>One-Stop Partner</u>. RECIPIENT affirms and acknowledges that it is a One-Stop Partner, as defined by the Workforce Innovation and Opportunity Act of 2014, as amended, (WIOA). RECIPIENT affirms and acknowledges that, except as otherwise provided herein, it will remain a Party to this Agreement as long as it continues to administer at least one federally funded employment, training or education program at an Illinois One-Stop Center, as defined by WIOA.
- 3. <u>Term and Termination.</u> The term of this Agreement shall begin upon the date of full execution of the Amendment and shall end upon the termination of the MOU. Notwithstanding any other provision to the contrary, IDES may immediately terminate or cancel this Agreement and cease providing confidential information if RECIPIENT fails to adhere to any provision set forth in this Agreement. RECIPIENT agrees that its responsibilities and duties under this Agreement, including but not limited to its obligations regarding confidentiality and data security, shall remain in effect following the termination of this Agreement.
- 4. Confidential Information.
  - a) For purposes of this Agreement, "confidential information" means all data and information in whatever form produced, prepared, observed, or received under this Agreement to the extent such information is confidential within the meaning of any governing law, regulation, or directive, including, without limitation, the Illinois statute codified at 820 ILCS 405/1900 ("Section 1900").
  - b) RECIPIENT agrees to comply with applicable laws, materials, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the confidential information, including Section 1900; which is incorporated by reference into this Agreement. Protection from unauthorized use and/or disclosure specifically includes storage in a place physically secure from access by unauthorized persons, maintaining information in electronic formats such as magnetic tapes, discs, or on servers in such a way that unauthorized persons cannot obtain the information by any means, destroying all confidential information in the manner directed

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

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

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

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

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