

MOU AGREEMENT

BY AND BETWEEN

The New York State Office of Temporary and Disability Assistance (hereinafter OTDA) and the New York State Department of Labor (hereinafter DOL).

WHEREAS, the Temporary Assistance to Needy Families (TANF) program under Title IV-A of the Social Security Act, as amended by Public Law 104-193 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996) (PRWORA), authorizes federal participation for expenditures a state incurs in the operation of employment and training programs for applicants for and recipients of public assistance;

WHEREAS, 7 CFR 273.7 authorizes federal financial participation for expenditures a state incurs in the operation of state employment and training programs for Food Stamp recipients in the Food Stamp Employment and Training program (FSR&T) under Chapter 51 of Title 7 of the United States Code (the Food Stamp Act);

WHEREAS, certain appropriations in Chapter 56 of the Laws of 1997 (the State Operations and Aid to Localities Budget for OTDA) have outlined needs for public assistance employment and training programs;

WHEREAS, DOL is authorized by sections 122, 146 and 148 of Part B of Chapter 436 of the Laws of 1997 (the Welfare Reform Act of 1997) to operate the State's employment placement and training programs and to supervise social services districts in administering local employment and training activities necessary to move individuals from public assistance to self sufficiency;

WHEREAS, OTDA, the State IV-A agency under PRWORA, has, in its State Plan submitted pursuant to PRWORA, identified DOL as the agency responsible for the performance of activities related to employment programs;

WHEREAS, 7 CFR 273.7 authorizes the state agency operating the Food Stamp program to contract with other public agencies to provide services or activities under FSE&T;

WHEREAS, OTDA desires to assist DOL in achieving its mandate to maximize the efficiency in providing services for employment programs funded under Title IV-A of the Social Security Act and the State funded programs for applicants for and recipients of non federally funded public assistance and the FSE&T program;

NOW, THEREFORE, in order to define their respective roles and responsibilities in the administration of the employment programs, the parties agree as follows:

I. DOL shall:

A. In accordance with Title 9-B of the Social Services Law and Sections 122 and 146 of Chapter 436 of the Laws of 1997, establish and implement policies for the delivery of State employment services, provide technical assistance and monitor the performance of social services districts regarding employment services for recipients of public assistance including, but not limited to, assessment, work activities, job search, education and training, training related expenses, case management as required by the TANF program as appropriate and in accordance with the rules, regulations and standards of the United States Department of Health and Human Services (DHHS) and the State;

B. Establish policies for the delivery of services, provide technical assistance, and monitor the performance of social services districts regarding the employment and training components available to applicants and recipients of Food Stamps under the FSE&T program in accordance with the rules, regulations and standards of the United States Department of Agriculture (USDA);

C. In consultation with OTDA, provide necessary information and assist in the preparation of federal reports and federal State Plan transmittals, not otherwise being provided directly by DOL, to the extent permitted by federal law, for submission by OTDA to DHHS and USDA including, but not limited to, those reports specified in paragraph F of section II of this MOU;

D. Assume responsibility for contract administration including, but not

limited to, contracts for the Regional Job Placement (RJP), Comprehensive Employment Opportunity Support Centers (CEOSC), Private Sector Initiates (PSI), Education for Gainful Employment (EDGE) and BRIDGE program;

E. Prepare and submit in collaboration with OTDA any reports required by the State Legislature;

F. Develop specifications and conduct testing for any changes to the Employment Subsystem of the Welfare Management System (WMS) at OTDA and, in cooperation with OTDA, prepare statewide data on the participation of TANF recipients in work related activities for quarterly submission to DHHS, prepare the employment related performance measures published quarterly in Local District and State Performance Measures, and evaluate Welfare to Work Programs.

G. Consult with OTDA with regard to OTDA issuance of program policy instructions relative to compliance with federal and State laws, regulations and court decisions;

H. Supervise the work of a number of OTDA employees who are currently assigned and outstationed at DOL offices around New York State. Such employees shall:

1. Be outstationed at the DOL State Office Building #12 or other DOL offices;

2. Have all administrative support provided by the DOL,

3. Be supervised by DOL staff including approval of leave time and work assignments except no leave time approved prior to the transfer shall be canceled;

4. Assist DOL Welfare to Work Staff in the implementation of employment functions to provide services to public assistance recipients of TANF, Safety Net Assistance and Food Stamp benefits participating in the State employment programs consistent with applicable federal and State laws and regulations;

5. Be substantially engaged in activities pertaining to the administration, implementation and refinement of the public assistance employment programs;

I. Transfer to OTDA such funding as is necessary to support the State Fiscal Year 1997-98 costs of OTDA staff outstationed at DOL, subject to DOB approval. This provision applies only to the fiscal year 1997-98;

J. Permit OTDA program staff and OTDA staff assigned to DOL access to DOL office records and DOL records concerning the transfer of functions between DSS and DOL necessary for any work assigned to OTDA staff related to such transfer;

K. Provide information to OTDA as necessary to enable OTDA to determine

the amount of non-personal service funds which OTDA will make available to support the travel and other costs of out-stationed staff;

L. Be responsible for repayment of any disallowances of federal funding taken by DHHS and USDA of costs claimed by DOL for federal reimbursement of administrative or program costs under PRWORA or the FSE&T program. DOL will not be responsible for any disallowances resulting from errors made by OTDA in submission of such claims to the federal government.

M. Decide and issue final decisions on hearings conducted by OTDA related to issues for which DOL is responsible under this MOU. DOL will designate appropriate individuals in OTDA to issue final hearing decisions on behalf of DOL and to review issued hearing decisions for the purpose of correcting any error found in such decisions, including the reopening of a previously closed hearing record for purposes of completing the record. This delegation will include authority to agree, on behalf of DOL, not to raise the statute of limitations as a defense in Article 78 proceedings for limited periods of time where it is deemed necessary to allow proper review of an individual issued decision.

II. OTDA shall:

A. Cooperate with DOL staff to provide technical assistance to develop a plan to provide services to applicants for and recipients of public assistance and Food Stamps who are participants in employment and training programs in the most cost effective manner;

B. Upon designation from DOL be responsible for holding hearings requested by applicants for or recipients of public assistance after adverse eligibility determinations by social services districts related to issues for which DOL is responsible under this MOU and the laws and regulations of the State. OTDA will make recommendations on final decisions, issue final decisions on behalf of DOL through staff designated by the Commissioner of DOL and take steps necessary to facilitate compliance with final decisions in response to complaints of non-compliance, and to bring unresolved cases to the attention of DOL;

C. Be responsible, pursuant to the requirements of 7 CFR 273.7 for the registration process for the FSE&T program, for screening work registrants for FSE&T programs, for the issuance of notices of adverse action and for fair hearings;

D. Continue to maintain existing computer systems and continue to generate such data as is necessary for the completion of reports required by the federal and State governments, cooperate with DOL in the development of new systems initiatives and cooperate with DOL to provide access to OTDA's automated claiming system and other systems deemed necessary to allow DOL to carry out its responsibilities for public assistance employment programs;

E. With any necessary assistance and information provided by DOL, OTDA will complete and submit, in cooperation with DOL, all appropriate federal and State reports and State Plan transmittals required by the federal government to be submitted by OTDA including, but not limited to, the

Administration for Children and Families form 108 (ACT-108), the Food Stamp QER's which include the financial Status Report (SF-269), the Quarterly Estimate of Expenditures, and the Request for Reimbursement/Advance (SF-270) which is used for prior years' claims;

F. Consult with DOL in regard to OTDA issuance of program policy instructions concerning employment and training services relative to compliance with federal and State law, regulations and court decisions;

G. Sub-allocate to DOL such funding as is necessary to support the costs of DOL administrative activities, subject to approval by the State Division of the Budget (DOB).

III. Fiscal:

A. OTDA will transfer to DOL the public assistance and employment program funding mutually agreed upon by DOL and OTDA and approved by DOB by Certificate of Transfer through normal State procedures as approved by the Office of the State Comptroller, upon execution of this MOU. Transfer of the applicable federal TANF grant, FSE&T and State General Fund authority shall be effected in a minimum of quarterly increments. Quarterly transfers subsequent to the first quarterly increment will be based on submission by DOL of a properly completed State Agency Claim Form (DSS-3148) reflecting expenditures made for the calendar quarter covered by the previous transfer for programs eligible under the sub-allocated federal TANF, FSE&T and State General Funds. The claims shall be submitted within twenty (20) days

following the last day of the reporting calendar quarter. Funds transferred by OTDA to DOL will be to support specific projects identified by DOL and approved by OTDA and the Director of DOB. The OTDA shall notify DOL of its disapproval of any claim under this agreement and such notification shall set forth the reasons for disapproval;

B. OTDA will continue to process claims and make reimbursement payments to social services districts for specific projects identified by DOL and approved by OTDA and the Director of DOB;

C. DOL will maintain an accounting system and supporting fiscal records adequate for auditing for financial and program reporting requirements and for verifying that claims supporting the sub-allocation of federal TANF, FSE&T and State General funds meet federal and State standards;

D. DOL will request payment for expenses funded under this MOU in accordance with the New York State-United States Department of Treasury agreement filed under 31 CFR Part 205 which implements the Cash Management Improvement Act. DOL will be responsible for interest liabilities assessed by the State or federal government when it is determined that DOL has not conformed with the New York State-United States Department of the Treasury agreement.

IV. General:

A. This MOU may be amended by written agreement of OTDA and DOL;

B. DOL agrees to retain all records pertaining to activities performed by it under this MOU for a period of six years as required by State and federal regulations, or until the conclusion of any litigation involving such records. The aforesaid records are subject to audit by OTDA, the State Comptroller, the DHHS and the USDA as provided by law or applicable regulations. DOL agrees to provide the aforesaid government agencies and their duly authorized representatives with full access to the aforesaid records as provided by law or applicable regulations;

C. OTDA and DOL shall observe and require the observance of the applicable requirements relating to confidentiality of records and information and each agrees not to permit examination of records or to disclose information, except as permitted in applicable State and federal laws and regulations;

D. OTDA and DOL shall observe and require the observance of the requirements of Title V of the Civil Rights Act of 1964.

V. Termination.

This MOU may be terminated:

A. By written agreement of the parties;

B. For cause upon the failure of DOL or OTDA to comply with the terms and conditions of this MOU provided that DOL or OTDA shall, after

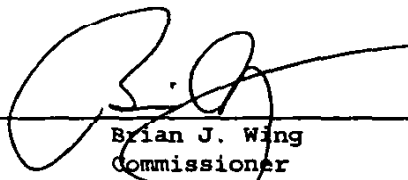
consultation with the appropriate agencies, give the other party to this agreement no less than 30 days written notice via registered or certified mail with return receipt requested or notice shall be delivered in hand and receipt granted specifying such failure. After receipt of such notice, the parties may agree to a corrective action plan which addresses the performance which caused the proposed termination of the contract. Without such agreement, termination shall be effective 30 days following receipt of written notice.

VI. Term:

The term of this MOU shall commence on *April 1, 1987* and continue until terminated in accordance with section V. of this MOU.

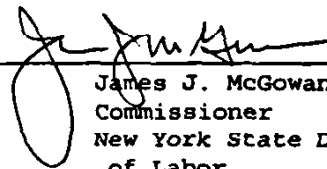
IN WITNESS WHEREOF, the parties hereunto have signed this MEMORANDUM OF UNDERSTANDING on the date and year appearing opposite their respective signatures.

Date: *March 31, 1988*

By: 

Brian J. Wing
Commissioner
New York State
Office of Temporary and
Disability Assistance

Date: *March 30, 1988*

By: 

James J. McGowan
Commissioner
New York State Department
of Labor