

9/22/2003 4:51 PM

MEMORANDUM OF UNDERSTANDING BETWEEN

DEPARTMENT OF SOCIAL SERVICES
Office of Family Support

AND

INSERT TANF PARTNER NAME

This Memorandum of Understanding (MOU) is entered into by the Department of Social Services (DSS), Office of Family Support (DSS/OFS) and the ***INSERT TANF PARTNER NAME*** relative to ***INSERT TANF INITIATIVE***.

I. Background

This MOU facilitates expenditures of Temporary Assistance to Needy Families (TANF) funds as authorized by Act 14 of the **2003** Regular Legislative Session for the ***Insert TANF INITIATIVE***, in accordance with federal and state regulations (45 CFR Part 260 et al and LAC: 67:11, Subpart 15). ***Include any pertinent legislation relative to the initiative here.***

II. Liaison Officials

The primary point of contact who shall function as the lead liaison for all implementation of services described in this Memorandum of Understanding (MOU) agreement is ***Insert Name, physical mailing address, telephone and fax number and e-mail address for this individual.***

The secondary point of contact who shall serve as a secondary liaison regarding implementation of services described in this Memorandum of Understanding (MOU) agreement is ***Insert Name, physical mailing address, telephone and fax number and e-mail address for this individual.***

Please indicate which of the above individuals shall serve as the contact for the following functions: fiscal and budgetary decisions, programmatic decisions, daily program operation, service delivery operations, and program monitoring.

III. TANF Goal

This program initiative meets TANF goal # ***CITE APPROPRIATE TANF GOAL (BRIEF STATEMENT PROVIDED HERE TO EXPLAIN HOW PROGRAM WILL MEET IDENTIFIED GOAL OF TANF—this is not a restatement of the TANF Goal itself). Also indicate whether or not this service requires an eligibility verification (goal 1 and 2) or not (goal 3 and 4).***

IV. Eligibility and Verification

Services provided under this agreement are considered non-assistance in that they are not considered to meet an on-going basic need.

Describe eligible population for services—if no eligibility verification is required, please indicate target population.

If applicable (Note: TANF Goals 1 and 2 require eligibility determination): Describe your process for determining eligibility. This process should be as simple and as streamlined as possible, without being overly restrictive on the types of information you will require to determine eligibility. Some possible criteria could include:

- Income at or below 200% of federal poverty level
- Household eligibility for free and reduced lunch (for school-aged children)
- Medicaid/FITAP/Food Stamps/Kinship Care Subsidy Program/Childcare Assistance/LaChip/SSI

******Remember that services to adults are limited to parents with minor children (either mom or dad or caretaker relative)*** If you are serving parents, and even if you don't need to verify income, you will need to verify how you will determine they are a parent of a minor child. Some possible ways of doing this include:***

- Copy of birth certificate
- Copy of baptism or other religious document
- Paternity acknowledgement
- Adoption papers
- Self-declaration (in limited circumstances where other documentation may be unavailable)

Verification

If applicable:

Applicants shall be deemed eligible for program services upon determination of meeting ***(insert eligibility criteria.)***

Indicate how you will verify eligibility if applicable for your particular service delivery. Also indicate how you will ensure that your contractors will follow these instructions.

Some possible means to verify income eligibility include:

- *Pay stubs*
- *Letter from employer*
- *Tax returns or W-2 forms*

Some possible means to verify parental status or legal guardianship include:

- *Birth certificates, baptism records, paternity forms (to verify parental status)*
- *Notice of eligibility for means-tested services (FITAP, Medicaid, Foodstamps, etc)*

Contractor may use the Universal TANF-EZ form to record information for eligibility verification purposes.

Once eligibility is verified, it is valid for a period of one year.

All reimbursement for expenses for services provided under this MOU agreement must be received by September 30, 2004.

Contractor is encouraged to provide a verification letter to applicant.

V. Program Description

Provide an outline of the following information

- *Purpose of the program (this is not the TANF purpose, but your purpose),*
- *Services to be provided,*
- *Target population*
- *Collaborations with other governmental entities or organizations,*
- *Identification of benchmarks and measurable outcomes. (partners are encouraged to utilize Vision 2020 to align their benchmarks and outcomes)*

VI. Statement of Work

As detailed in Attachment “A” (This will be your submitted and approved Scope of Work Proposal included as an attachment to the MOU agreement. This document should be labeled as Attachment “A” and included in your MOU submission. This section of the MOU should include a condensed version of your proposal which highlight all of the following elements noted in the bullet points below.) The following services shall be provided under this agreement:

This should be a condensed version of what was included in your proposal

- ***Identify program parameters and timeline for implementation***
- ***Provide description of selection, criteria, and process for distribution of funds to contractors. Identify how payment will be made to contractors for their performed services***
- ***Outline specific details regarding recruitment, marketing, and outreach efforts for potential participants and clients.***

- *Identify core outcomes to be measured on a monthly basis and long-term.*
- *Outline criteria and components for review and monitoring of grant recipients.*
- *Outline specific details regarding technical assistance to be provided to grant recipients.*

Budget

Program services shall be administered according to an approved budget. Generally, no more than 10% of the program budget should be spent on administrative functions. The *Insert TANF Partner Name* shall ensure that all contractors abide by a limitation of 10% for administrative costs and that contractor agreements contain approved and reasonable budgets.

(See DOA Guidance on Administrative Costs)

Unit Cost:

All program services must be billed as a unit cost. Partners must specify what is the unit of cost and the calculation methodology used to derive the unit cost. Please note that the TANF Partner Agency administrative cost may still be billed using the cost reimbursement method.

Programmatic functions include:

Direct costs associated with providing services such as assessment, case management, evaluation and audit service functions, salaries and indirect costs associated with performing service functions, supplies, equipment and travel related to the performing of service functions, technology/management information systems not related to administrative functions

Administrative functions:

Administration and coordination of program, salaries and indirect cost associated with performing administrative functions, program monitoring, activities related to eligibility determination, supplies equipment and travel related to the administration of the program.

Non-Allowable Expenses:

TANF funds may not be utilized for the following purposes:

- *Purchase of vehicles*
- *Renovation, construction, or purchase of building used for program operation*
- *Payment of bad debts or interest payments as a result of credit arrangements*

- *Medical services*
- *Purchase of alcohol*
- *Payment of stipends to program participants without prior authorization from DOA/DSS*
- *Services or material deemed inappropriate in relation to service delivery*

VII. Confidentiality Statement

DSS/OFS and *Insert TANF PARTNER AGENCY* shall abide by the Federal and State laws and regulations concerning confidentiality which safeguard information and the participant's confidentiality (42 U.S.C. 602 and LA. R.S. 46:56). DSS/OFS, DOA, and *Insert TANF PARTNER AGENCY* will further abide by all Federal and State laws and regulations as it relates to data sharing of pertinent information for performance accountability and program evaluation Purposes.

VIII. Responsibilities

A. DSS/OFS shall:

Prepare the TANF state plan amendments and enable rulemaking to facilitate this plan as necessary.

1. Provide payment to *Insert TANF PARTNER AGENCY* within 30 calendar days of submission of completed and accurate invoices submitted by the 10th of each month to the DSS/OFS for reimbursement of expenditures for payments for service rendered. DSS shall make notice to the *Insert TANF PARTNER AGENCY*, in writing, of the date that an invoice has been received and provide immediate communication regarding the need for any additional information so that processing of payment will not be delayed. DSS/OFS shall provide written communication to the TANF Partner Agency regarding any changes to the format needed for timely processing of TANF partner invoices. TANF Partner Agency agrees to separate Agency administrative cost from total service units.
2. Provide technical assistance regarding rules, regulations, and policies governing the use of TANF funds.
3. In collaboration with the DOA/Office of Oversight and Evaluation, review all contract and agreement forms to be utilized for contractual agreements with service providing entities of the *Insert TANF PARTNER AGENCY* for compliance with TANF requirements, prior to the submission to the Office of Contractual Review. Non-compliance shall be communicated in writing to *Insert TANF PARTNER AGENCY* no later than 10 days after contract submission.

4. Provide TANF funds as set forth in Act 14 of the 2003 Regular Legislative Session, and subsequent Budget Adjustments (BA-7) as approved by the Joint Legislative Committee on the Budget (JLCB) for services eligible under this agreement.
5. DSS shall collaborate with TANF State Partner agencies where appropriate in the development of a process to facilitate appropriate referral linkages for current or former FITAP recipients, food stamp recipients, or other clients who meet eligibility criteria.

B. The *Insert TANF PARTNER AGENCY* shall:

1. Promulgate rules for implementation of the program if appropriate and if necessary according to the most expedient process as determined by the *Insert TANF PARTNER AGENCY*. Agencies are authorized under Act 14 of the 2003 Regular Legislative Session to conduct emergency rulemaking for this purpose.
2. Meet or exceed the stated goals, objectives set forth within this agreement and attached proposed scope of work, and subsequent performance measures for service delivery for the contract period. Failure to meet or exceed these measures can be considered grounds for termination or revision of this agreement and can affect future consideration for funding.
3. Retain all books, records and other documents relevant to the MOU and funds expended thereunder for at least three (3) federal fiscal years after final payment or as described in 4CFR 74.53(b) whichever is longest.
4. Grant to the State of Louisiana, through the Office of the Legislative Auditor, Department of Social Services (DSS), Division of Administration (DOA), Inspector General's Office, Federal Government and/or other such officially designated body, the right to inspect and review all books and records pertaining to services rendered under this MOU.
5. Grant permission, as evidenced by the signing of this Memorandum of Understanding, to the Division of Administration and the Department of Social Services, to request, receive and communicate with the Office of the Legislative Auditor or other Audit firm regarding any audit concerns or findings as they relate to the performance of any audit conducted for the provision of TANF-funded services under this agreement.
6. Comply with applicable federal and/or state laws (31 USC 7501 through 7507, Revised OMB Circular A-133, 45 CFR 74.26 and LA R.S. 24:513 and 514) pertaining to required audits or annual financial statement of the *Insert TANF PARTNER AGENCY* operation as a whole, or of specific program activities.

7. Shall ensure that all contractors are informed of any applicable audit requirements and that all necessary audit requirements are complied with. The **Insert TANF PARTNER AGENCY** shall have the option to conduct an audit for any and all contractors to ensure compliance.
8. Shall submit an invoice for services rendered by the 10th of each month to the Department of Social Services, Office of Family Support at the following address:

Office of Family Support
Program Services Section
P.O. Box. 94065
Baton Rouge, LA 70801
ATTN: **Laura Pease**

Phone (225) 342-2511
FAX (225) 342-2536

9. Repay, to the Department of Social Services, any federal sanction or penalty amount (not to exceed the amount received under this MOU) determined by single state audit or other reviews, which sanction or penalty is directly related to the services provided pursuant to this MOU and is imposed as a result of the negligence or fault of **Insert TANF PARTNER AGENCY**.
10. Cooperate with DOA and DSS regarding program oversight and evaluation. These include, but not limited to the following:
 - Submission to the Division of Administration/Office of Oversight and Evaluation upon signing of the MOU, initial projections regarding service delivery and the agreed upon performance outcome measures for the contract period.
 - Submission to the Division of Administration/Office of Oversight and Evaluation a plan for monitoring the progress of contractors/subcontractors towards meeting the stated goals and objectives of the services being provided no later than **August 1, 2003**, utilizing the format created and provided by the Division of Administration. Components of the monitoring plan shall include the following:

1. Description of a monitoring plan that includes on-site monitoring and contract compliance review.
 2. Designation of a program staff person or contractor to perform program-monitoring activities as it relates to implementation and service delivery of TANF initiatives.
 3. Provide to the DOA details concerning how you will ensure program compliance; evaluate subcontractor service delivery, compliance with program requirements, and reporting procedures, frequency in which site or monitoring visits will be performed, and evaluation mechanism for monitors.
 4. Provide to the DOA any corrective action measures that will take place to address poor program performance or non-compliance.
- Submit, by the 15th of each month, a status report regarding program progress toward meeting stated TANF goals, program goals and objectives, core performance outcome measures, and monthly expenditures to the Division of Administration, Office of Oversight and Evaluation. The Division of Administration/ Office and Evaluation shall provide to the Department of Social Services a copy of the Monthly Report submitted to DOA. Reports should include indication of any problem, barrier or concern that would deter contractor and/or subcontractor from realizing success in service delivery or expenditure of contracted levels. Submission of monthly report shall be completed utilizing the TANF Reporting Form developed by the Division of Administration.
 - Status reports shall be due on the 15th of each month, (or first business day following the 15th if this date occurs on the weekend) beginning with the first month of service through September 30, 2004.
 - Submit contract agreements to be used with any contractors or agents of the ***Insert TANF PARTNER AGENCY*** who may perform services described to implement each component of this MOU to DOA in coordination with DSS/OFS for a TANF compliance review. Contractual agreements shall include goals, objectives, and performance measures as approved by the Division of Administration. Non-compliance shall be communicated in writing to ***Insert TANF PARTNER AGENCY*** no later than 10 days after submission. The forms for review shall be submitted to the Division of Administration at the following address:

Division of Administration
Commissioners Office
TANF Office of Oversight and Evaluation
Attn: Belinda Kennedy, Asst. TANF Director
1201 North Third Street, Suite 7-230
Baton Rouge, Louisiana 70804
Fax Number: (225) 342-1057
E-mail: bkenned@doa.state.la.us

11. Shall work to ensure that contractors and/or subcontractors understand the stated TANF goals and that contractors and/or subcontractors are implementing services as to meet established performance criteria and provide necessary intervention to improve performance. Where performance is unsatisfactory, the **Insert TANF PARTNER AGENCY** shall exercise available remedies—including contract termination and suspension of payment—to ensure overall performance and outcomes are achieved.
12. Shall inform and work to ensure contractors of the requirement and obligation to provide requested information necessary for program evaluation and to cooperate with other actions associated with evaluation and oversight.
13. Shall be responsible for the maintenance of documentation of eligibility, services provided and expenditures as provided by law.
14. Shall communicate in writing requests for any programmatic or budgetary changes for review and approval by the Division of Administration and the Department of Social Services.
15. Shall ensure that all subcontracts are finalized and submitted to the Office of Contractual Review (OCR) on or before **September 30, 2003**. **Failure to submit finalized subcontracts by the September 30th deadline to OCR may result in non-payment of subcontracted services.**
16. By signature of this agreement the **Insert TANF PARTNER AGENCY** agrees to understand the following:
 - TANF funds received pursuant to the attached MOU are one-time, non-recurring funds. Receipt of these funds does not guarantee funding past the expiration date specified in this MOU. The **Insert TANF PARTNER AGENCY** agrees to conduct the planning and implementation of specified initiative, taking into consideration that these funds are non-recurring sources of funding.
 - The **Insert TANF PARTNER AGENCY** shall inform all contractors that funding is one-time and non-recurring.

- The *Insert TANF PARTNER AGENCY* shall inform its contractors and/or subcontractors and ensure understanding of all applicable audit requirements. The *Insert TANF PARTNER AGENCY* shall be responsible for ensuring completion of any applicable audit for said agency contractors and/or subcontractors. Said agency has the option of conducting the audit for applicable contractor/subcontractor.
- The *Insert TANF PARTNER AGENCY* shall designate a program staff person(s) or hire a contractor, to perform program monitoring activities that include site visits, review of programs implementation, and contract compliance issues for each of its contractors.

IX. Funding Agreements, Conditions, Payment Terms, and Administrative Allocations

As a party to this agreement, the *Insert TANF PARTNER AGENCY* understands and agrees to the following:

- A. Funding for this program is contingent upon availability and appropriation of TANF funds. Future funding in subsequent fiscal years for this program is contingent upon the future availability and appropriation of TANF funds. Demonstrated capacity to provide service delivery as well as documented performance outcomes of effective service delivery will also be taken into consideration. The *Insert TANF PARTNER AGENCY* shall inform any and all contractors, orally and in writing, that the availability of TANF funds are one-time and non-recurring.
- B. TANF funds shall:
 1. Not to be used to supplant funds in existing programs.
 2. Not be used to fund programs with unsatisfactory performance, unsatisfactory financial management practices or entities that are prohibited from doing business within the state of Louisiana.
 3. Be used to supplement and expand existing programs, create new programs or to continue service delivery of existing TANF-funded initiatives with satisfactory performance.
 4. Not be used as a match to draw down other federal funds.
 5. Be used only for the designated purposes. Any overpayments will be offset from future payments within the current or any subsequent MOU period.
 6. Be utilized according to the legislative intent as specified within Act 14 of the **2003** Regular Legislative Session.
- C. Administrative expenses for TANF-funded services shall not exceed more than 10 percent of an entity's total allocation. Permission to deviate from this standard must be substantiated in writing and approved by the Division of Administration and the Department of Social Services.

- D. Requests to redirect or reallocate funds shall be communicated in writing to the Division of Administration in consultation with in consultation with the Department of Social Services for review and approval.
- E. ***Insert TANF PARTNER AGENCY*** shall submit an invoice for services rendered by the 10th of each month. **All program services must be billed as a performance based unit cost. Partners must specify what is the unit of cost and the calculation methodology used to derive the unit cost. Please note that the agency administrative cost should be itemized separately and may still be billed using the cost reimbursement method.**
- F. Documentation deemed acceptable to support invoices for services shall be maintained and made available upon request by ***Insert TANF PARTNER AGENCY*** and its subcontractors.
- G. This MOU is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the MOU has been approved by required authorities of the ***Insert TANF PARTNER AGENCY*** and the Department of Social Services.
- H. **TANF funds available for payment under this MOU shall not exceed TANF funds as set forth in Act 14 of the 2003 Regular Legislative Session, and subsequent Budget Adjustments (BA-7) as approved by the Joint Legislative Committee on the Budget (JLCB).** This amount includes administrative costs, which may not exceed 10% of the TANF allocation.
- I. Funding for this agreement is subject to revision at the discretion of the Joint Legislative Committee on the Budget (JLCB).
- J. Funding for this agreement is one-time and non-recurring. ***Insert TANF PARTNER AGENCY*** shall inform any and all contractors that funding for service delivery specified in this agreement is one-time and non-recurring.
- K. The ***Insert TANF PARTNER AGENCY*** shall ensure that all invoicing for services rendered under this MOU agreement are submitted timely, and reimbursement for services are **received** from DSS prior to **September 30, 2004**. Funds not received by the using agency by **September 30, 2004** **cannot be paid**.

X. Modifications or Amendments

Any alterations, variations, modifications or waiver of provisions of this MOU shall be valid only when reduced to writing, duly signed, and attached to the original of this MOU. Any amendment to this MOU shall not be valid until it has been executed by the Secretary of DSS and the *Insert TANF PARTNER AGENCY*.

XI. Termination

Both parties agree to give at least thirty (30) days' written notice to other if it becomes necessary to terminate this MOU. The MOU can be immediately terminated by either party, if it is determined by either of the co-signers of this MOU that any provision of this MOU cannot be fulfilled because of the legal or regulatory reasons.

XII. Execution

For the faithful performance of the terms of this MOU, the parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions hereof. This MOU has been made and executed by the parties in duplicate. **The effective date of this MOU will begin upon signature of all required parties and terminate September 30, 2004. State TANF partners shall ensure that all service delivery, invoicing, and payment related to service delivery occurs prior September 30, 2004; failure to do so will result in non-payment.**

XIII. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524-1526.

XIV. Discrimination Clause

The *Insert TANF PARTNER AGENCY* agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and *Insert TANF PARTNER AGENCY* agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Insert TANF PARTNER AGENCY agrees not to discriminate in its employment practices, and will render services under this MOU without regard to race, color, sex, nation origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by *Insert TANF PARTNER AGENCY* or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOU.

XV. Assurances

The *Insert TANF Partner Agency Name* agrees to, and understands that:

_____ **(Please Initial)** TANF funds received pursuant to the attached MOU are one-time, non-recurring funds. Receipt of these funds does not guarantee funding past the expiration date specified in this MOU. The *Insert TANF Partner Agency Name* agrees to conduct the planning and implementation of specified initiative taking into consideration that these funds are non-recurring sources of funding. The *Insert TANF Partner Agency Name* shall inform all contractors that funding is one-time and non-recurring.

_____ **(Please Initial)** The *Insert TANF Partner Agency Name* shall inform their contractors and/or subcontractors and ensure understanding of all applicable audit requirements. The *Insert TANF Partner Agency Name* shall be responsible for ensuring completion of any applicable audit for said contractors and/or subcontractors. Said agency has the option of conducting the audit for applicable contractor/subcontractor.

_____ **(Please Initial)** The *Insert Partner Agency Name* shall designate a program staff person(s) or hire a contractor, to perform program monitoring activities that includes site visits, review of program implementation and contract compliance issues for each of its contractors.

Approved:

Louisiana Department of Social Services

Insert TANF PARTNER AGENCY

Gwendolyn P. Hamilton
Secretary of the Department of Social Services

NAME OF AGENCY HEAD
Insert TANF PARTNER AGENCY

SIGNED AT BATON ROUGE, LOUISIANA
THIS ___ DAY OF _____, **2003**

SIGNED AT BATON ROUGE, LOUISIANA
THIS ___ DAY OF _____, **2003**