

Texas Interstate MOU on DUA Services

The below MOU is between Texas and Louisiana; each state's laws are different and any new MOU should be developed with awareness of those laws.

INTERSTATE AGREEMENT AND CONTRACT BETWEEN THE TEXAS WORKFORCE COMMISSION AND THE LOUISIANA WORKFORCE COMMISSION

I. CONTRACTING PARTIES

This Contract and Agreement is entered into by and between the state agencies shown below as Contracting Parties:

The Receiving Agency: LOUISIANA WORKFORCE COMMISSION (LWC)
The Performing Agency: THE TEXAS WORKFORCE COMMISSION (TWC)

II. PURPOSE OF AGREEMENT

This agreement is to reach a cooperative understanding to assist in meeting the needs of the State of Louisiana for providing its citizens with Unemployment Insurance (UI) and Disaster Unemployment Assistance (DUA) benefits services. The Receiving Agency may use base UI grant funds for regular UI activities and FEMA funds, through LWC, for DUA activities performed by the Performing Agency to address the disruption of the Louisiana economy caused by severe flooding. The State of Texas, through the Texas Workforce Commission, will provide direct assistance and access to resources to enable the Louisiana Workforce Commission to fulfill its mission and duties.

III. STATEMENT OF SERVICES TO BE PERFORMED

The TWC hereinafter referred to as "Performing Agency" shall perform the following services or provide access to the following resources related to UI and Disaster Unemployment Assistance processing, on behalf of the LWC hereinafter referred to as "Receiving Agency":

1. As needed, provide access to a portion of the resources in at least four (4) call center networks to process UI and DUA claims from at least 8:00 am to 4:00 pm, Central Standard Time (CST), Monday through Friday;
2. As needed, to process UI and DUA claims or UI and DUA related inquiries and issues, to provide service by making available resources in Call Centers during regular business hours from Monday through Friday and, potentially, on Saturdays and Sundays;
3. Provide a dedicated 1-800 telephone number with AT&T to be used by individuals calling to file UI and DUA claims. TWC will use call distribution systems to route the calls between the 4 Tele-Centers networks as call volume demands.

IV. REIMBURSEMENT FOR SERVICES OR RESOURCES PROVIDED

- A. The Receiving Agency shall reimburse the Performing Agency for the following expenditures related to the provision of the services described in Section III.
- (1) Expenditures for Payroll will include:
 - (a) Salary for current employees for time spent taking Louisiana claims during normal business hours.
 - (b) Salary for current employees who incur overtime while taking Louisiana claims.
 - (2) Expenditures for Telecommunication and Equipment will include:
 - (a) Set up and usage costs associated with the 1-800 telephone number designated solely for taking Louisiana claims.
 - (b) Telecommunications and equipment costs, which are the direct result of taking Louisiana claims
- B. The Receiving Agency shall pay for all services received from funds or reimbursement based upon vouchers drawn by the Receiving Agency payable to Performing Agency.
- C. Payment for services performed shall be made within 30 days of receipt of a properly documented invoice submitted by the Performing Agency on a monthly basis. Upon request by the LWC, TWC shall provide additional supporting information.

Invoices shall not be submitted more often than monthly and should be submitted by the 20th day of the month following the month of service. After termination of this contract the Receiving Agency shall not be liable for any costs incurred by the Performing Agency which have not been billed to the Receiving Agency within ninety (90) days of termination date.

V. DOCUMENTATION REQUIREMENT

The Performing Agency shall maintain such records as are necessary to substantiate any costs incurred under the agreement and will make such records available for inspection, examination, and audit by LWC or other State of Louisiana office and by such Federal officials or employees as the Department of Labor may designate or as may be required by law.

VI. CONTRACT AMOUNT

- A. Funding for expenses and costs under the Contract shall be from the following sources:

The Receiving Agency agrees to reimburse the Performing Agency for costs incurred in performing activities on behalf of Receiving Agency under this agreement. This Agreement, relative to UI services, is entered into because the United States Department of Labor is unable to directly fund the Performing Agency for services rendered on behalf of the Receiving Agency.

- B.** The Receiving Agency and the Performing Agency may agree to re-negotiate for any UI and DUA services provided in excess of the contract amounts listed herein to be payable from Receiving Agency.

VII. TERM OF CONTRACT

This contract shall begin on August 22, 2016, and shall terminate December 31, 2016, unless extended or terminated sooner by mutual written agreement of the parties. This agreement may be terminated by either party upon fifteen (15) days written notice.

VIII. CONFIDENTIALITY

Texas shall, in compliance with 20 CFR Part 603, maintain the security and confidentiality of all information accessed and obtained under this Agreement and shall take reasonable steps to ensure that all state employees, temporary employees and any other individuals located in the State of Texas that receive confidential information obtained under this agreement shall take necessary steps to maintain the security and confidentiality of all information so received in accordance with applicable Federal and state laws and regulations. Texas agrees that the State of Louisiana confidentiality laws and regulations, including La. R.S. 23:1660.D-H, are applicable to this agreement.

IX. CONFIDENTIALITY ACKNOWLEDGEMENT

No record, or any information obtained through this Agreement shall be disclosed except as expressly authorized under Federal and State of Louisiana laws and regulations. Texas is prohibited from entering into any agreement to furnish, or from otherwise disclosing or sharing, any information obtained through this agreement to a third party, regardless of the purpose.

X. STATE LAW APPLIES

All parties subject to this agreement agree that the State of Louisiana Law applies to any and all conflicts, claims or disputes arising out of this agreement.

XI. ENTIRE AGREEMENT

This Agreement is complete and contains the entire understanding between the parties relating a cooperative understanding in the Performing Agency providing assistance to meet the needs of the State of Louisiana for providing its citizens with Unemployment Insurance (UI) and Disaster Unemployment Assistance (DUA) benefit claims and as to the form of payment. This Agreement supersedes any and all other agreements between the parties regarding the assistance to meet the needs of the State of Louisiana for providing its citizens with Unemployment Insurance (UI) and Disaster Unemployment Assistance (DUA) benefits claims and as to the form of payment.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that,

- (1) The services specified above are necessary essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, and
- (2) The proposed arrangements serve the interest of efficient and economical administration of the State Government.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in La. R.S. 39:1551 et seq. (the Louisiana Procurement Code), and by State of Louisiana Governor Executive Order 2016-55.

PERFORMING AGENCY further certifies that it has the authority to perform the services contracted for by authority granted in Texas Labor Code §302.002(c).

SUBJECT TO APPROVAL the undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this Contract shall not become effective until approved by all parties involved.

RECEIVING AGENCY
AGENCY
LOUISIANA WORKFORCE COMMISSION
COMMISSION

PERFORMING
TEXAS WORKFORCE

BY: _____
Ava Dejoie
Executive Director

BY: _____
Larry Temple
Executive Director

Date: _____

Date: _____