

_____ County Department of Social Services
and
New York State Office of Temporary and Disability Assistance
Imaging/Enterprise Document Repository
Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the _____ County Department of Social Services (herein referred to as “_____ County”) and the Office of Temporary and Disability Assistance (herein referred to as “OTDA”).

I. Purpose of MOU

The purpose of this MOU is to define conditions and responsibilities under which _____ County will utilize services offered through the OTDA’s Imaging and Enterprise Document Repository Services Contract. _____ County and OTDA agree to coordinate activities, leverage resources, and coordinate implementation and operation of _____ County’s Document Imaging Project.

II. Duration

The duration of this MOU shall commence upon signature of both parties and continue until April 1, 2011. Any extension of the duration must be in writing and will be executed upon agreement of both parties.

III. Objectives

- A. _____ County
- a. Utilize the statewide imaging and enterprise document repository solution in daily workload;
 - b. Eliminate duplicate submission of client documents;
 - c. Utilize cost effective scanning services;
 - d. Reduce the use of paper documents, forms and printouts, and the costs associated with retention of volumes of paper;
 - e. Reduce the incidence of lost documents; and
 - f. Reduce the time spent by local district staff looking for documents.
- B. OTDA
- a. Create a centralized electronic document repository as it was described in the I/EDR RFP;
 - b. Provide an imaging and enterprise document repository solution for participating counties;
 - c. Facilitate information sharing across programs and teams within a local district and across local districts by the provision of statewide access to documents;
 - d. Provide cost effective scanning services to Local Social Services Districts; and
 - e. Provide a permanent secure back up of case documents.

IV. Assumptions

- A. Statement of Work defined herein will satisfy all objectives described under Section III of this MOU.
- B. Information included in this MOU is accurate and complete.
- C. All human resources that will be assigned to the collaboration will adhere to timelines as specified herein and other project documentation.

V. Statement of Work

- A. OTDA agrees to the following tasks and responsibilities:
 - a. Provide Project Management for State responsibilities during all phases of the project;
 - b. Provide Contract Management for I/EDR operations;
 - c. Act as the liaison for the counties to the I/EDR Contractor for activities other than those described as belonging to the LSSD Imaging Coordinator;
 - d. Provide training session(s) on the I/EDR solution to identified County staff. “Just in time” training will be provided prior to the County’s go-live date; A Train-the-Trainer methodology will be used.
 - e. Provide all software licenses and any software maintenance required for the statewide I/EDR solution;
 - f. Provide EDR infrastructure; and
 - g. Provide a fully tested I/EDR solution to county.

- B. County agrees to the following tasks and responsibilities:
 - a. Provide, at a minimum, LSSD Imaging Coordinator, and backup coordinator to manage County responsibilities, during implementation and operations. The LSSD Imaging Coordinator will be responsible for the following:
 - i. Be the single point of contact with the State and the I/EDR Contractor for _____ County;
 - ii. Ensure that quality control is performed on folder preparation to ensure that folders are prepared following pre-indexing guidelines;
 - iii. Be responsible for ensuring that LSSD forms are assigned to the correct document categories;
 - iv. Coordinate the mutually agreed upon transportation of documents between the LSSD and the I/EDR Contractor;
 - v. Be responsible for ensuring boxes are labeled prior to Contractor pickup;
 - vi. Request any change/frequency in document pickup;

- vii. Identify the number of boxes the LSSD needs to have supplied by the I/EDR Contractor for the next pick up and advise vendor accordingly;
 - viii. Identify pick-up sites and schedules;
 - ix. Be responsible for ensuring that LSSD initiates prescribed random sampling of images in the Statewide EDR for quality control purposes and for monitoring the image readability performance standard on transmitted images, within 14 calendar days prior to document disposal date;
 - x. Report results of the random sampling to the Contractor and the State;
 - xi. Notify the I/EDR Contractor when documents need to be retrieved and returned to LSSD or immediately scanned into the EDR (emergency return);
 - xii. Be responsible for ensuring emergency returned documents are distributed to appropriate LSSD staff for action;
 - xiii. Verify destruction of I/EDR Contractor retained documents;
 - xiv. Report defects or usability issues of the system through an identified formal process (either electronic defect report, or some other agreed upon mechanism) as defined by the State; and
 - xv. Act as coordinator and lead contact with NYS OTDA I/EDR team for county I/EDR implementation and site preparation tasks and activities throughout the implementation period.
- b. Include, as appropriate, the Commissioner, Systems Administrator, County IT staff, Staff Development Coordinator, and Supervisory Staff from each program area (TA, FS, MA, HEAP, Child Support, Services) in pre-implementation informational visits;
 - c. Ensure all staff who will utilize the I/EDR application attend training sessions provided by the State;
 - d. Identify local users and their respective roles using LDAP. Identified users authorized to access the imaging system and EDR contents must be appropriately screened by the LSSD;
 - e. Index all documents (unless purchasing optional services);
 - f. Box all documents for transportation to scanning site (unless purchasing optional services);
 - g. Ensure that documents are stored securely for pickup by Contractor.
 - h. If currently imaging, provide SAIC with licenses to their existing imagine software to accommodate the conversions to the EDR.

VI. I/EDR Financial Reimbursement Policies

- A. Information regarding claiming of federal and State reimbursement and pricing information for on-going scanning and optional to purchase services are communicated in the attached LCM.

- B. OTDA will provide the following incentives to Counties that elect to begin implementation within 12 calendar months from the date the State begins statewide rollout. These incentives apply only to those case records in Phase 1 (TA, MA, FS, HEAP, Child Care). Implementation is defined as 12 months from the date the county has imaging production available.
- a. Per page costs associated with imaging all documents (active and denials) for 12 months day forward;
 - b. Per page costs associated with 3 months of denials prior to the date of implementation. Counties must provide these documents to the Contractor to be scanned within 12 calendar months from the County's implementation date; and
 - c. Per page costs associated with 12 months worth of backfile documents in active case records. Counties must provide these documents to the Contractor to be scanned within 12 calendar months from the County's implementation date.
 - d. Please indicate whether or not you would like to have your backfiles imaged: Yes ___ No ___ If yes, how many months: _____
- C. _____ County is aware that if they do not request inclusion in the I/EDR project within 12 months from the date the State begins statewide rollout, the above incentives will not be provided by the State. The current work plan indicates that statewide implementation will begin in April 2007.
- D. The State will absorb the cost of statewide application development and all infrastructure costs for the lifetime of the project which includes all maintenance and support on software licenses. Images will be transmitted and retrieved over the HSN. If the network between the State Data Center and the County network is found insufficient to allow for image retrieval, the State will support any bandwidth upgrades as determined by OFT Network Support. The State will provide a hot back-up site.
- E. The County will be responsible for any equipment needs such as PCs in the local districts. For additional information, see attached LCM.
- F. The County will be responsible for funding any of the following optional-to-purchase services provided by the Contractor. Pricing appears in the attached LCM . Please indicate whether or not you would like to purchase the service:
- a. On-site document preparation; Yes ___ No ___
 - b. On-site indexing; Yes ___ No ___
 - c. On-site Contractor imaging/mobile unit imaging; Yes ___ No ___
 - d. Permanent storage of any original documents. Yes ___ No ___
 - e. Additional scheduled document pickups; and/or Yes ___ No ___
 - f. On-site imaging by contractor; Yes ___ No ___
 - g. On-site imaging by county staff; Yes ___ No ___
 - h. Historical file scanning (information in case records that are older than 12 months prior to implementation date); Yes ___ No ___

VII. General Terms and Conditions

- A. **Third Party Benefits:** Neither _____ County, nor OTDA intend to benefit any third party, and this MOU shall not be construed to confer any such benefits.
- B. **Individual Right to Terminate:** Notwithstanding anything in this MOU to the contrary, either party may terminate its participation in this MOU without cause at any time by submitting 60 calendar days prior notification to the other party.
- C. **Interpretation:** This MOU shall be construed to affect each party in accordance with the laws of New York State, and is binding upon and inures to the benefit of each party and their respective successors and assigns.

VIII. Amendments

Any amendment to this MOU must be reduced to writing and forwarded to the appropriate party. Such amendments must contain a signature page. Only signed amendments may be considered valid and mutually agreed upon.

IX. Signatures

Wherefore, in consideration of the mutual agreements made herein, the undersigned have hereunto set their hands in their official capacity only, and without personal liability.

John M. Paolucci, Deputy Commissioner
Division of Operations and Program Support

Date

Commissioner of Social Services Systems, XXDSS

Date

Please send two original signed copies of this agreement to:
Saul Berkowitz
I/EDR Technical Project Manager
67 North Pearl Street
Albany, New York