

SAMPLE MEMORANDUM OF UNDERSTANDING (MOU)**Between****[STATE ENTITY(IES)]****And****Employment Support Institute - School of Business
Virginia Commonwealth University****FOR MAINTENANCE, UPDATE, AND DISTRIBUTION of
WorkWORLD™ SOFTWARE****Parties**

The parties to this Memorandum of Understanding, hereinafter referred to as the “MOU,” are [STATE ENTITY(IES)], hereinafter referred to as “[ACRONYM OR SHORT NAME like “The [state] WorkWORLD Collaborator Network”],” and the Employment Support Institute, School of Business, Virginia Commonwealth University, hereinafter referred to as “ESI.”

Background

WorkWORLD™ is an innovative software program developed by ESI to help people with disabilities who are receiving SSI, SSDI, and other disability benefits find employment-based paths to higher net income through the best use of work incentives. WorkWORLD takes into account the complex interaction of earnings, benefit programs, and work incentives to provide individualized recommendations for safe options, as well as alerts to possible problems. It calculates the effects on net income of trying different paths to independence, and provides Text, Numeric, and Graphic results.

WorkWORLD software also includes a comprehensive Help/Information System, an electronic encyclopedia of disability policy and program information targeted to people who are receiving SSI, SSDI, Section 8 Housing, and Food Stamps benefits, among many other federal and state programs that affect people with disabilities.

Purpose

The purpose of this MOU is to establish a yearly commitment to pay 15 professional fee hours per month at ESI’s current rate of \$90 per hour with the recognition that the annual total will be \$16,200, by [STATE ENTITY(IES)] to maintain, update, and deliver updated versions of WorkWORLD Decision Support software for [STATE NAME]. These funds will make it possible for citizens in [STATE NAME] to request and receive updated WorkWORLD CDs throughout the year.

WorkWORLD updates occur several times annually, usually in connection with annual rate and payment schedule updates and other policy directives released by agencies of the Federal and state government. ESI will provide a minimum of two updates per year, but more may be necessary due to policy changes or improvements to the software.

Agreements

[STATE ENTITY(IES)] agree to pay 15 professional fee hours per month when invoiced. Invoices can be sent monthly or every two months, whichever the [STATE ENTITY(IES)] chooses. If multiple agencies collaborate they can receive invoices in a sequential rotating basis if preferred. The current ESI professional fee rate (during 2005) is \$90 per hour. This professional fee rate includes the cost of communications, postage, supplies, CD duplication, copying, shipping and handling of up to 500 individual WorkWORLD CD and information packets sent out to citizens in [state] per version released. [STATE ENTITY(IES)] agrees to pay \$5 per copy after the first 500 for additional shipping and handling costs. ESI will verify the addresses of all mailed CDs to establish data showing 500 individual mailings. ESI agrees to provide phone and email support to recipients of software to assist them with installation on their personal or office computers as needed. If administrator privileges are required, the administrator must participate in phone consultation during the installation process.

ESI's professional fee rate will go up each January, rounded to the nearest dollar, based on the CPI average increase for all indexed items for the previous year (example, 3% increase from Jan 04 to Jan 05). The CPI index can be found at <http://www.bls.gov/cpi/>

ESI staff will provide the following services with the 15 professional fee hours per month:

Content tasks:

For many benefit programs, changes in benefit rates occur on a regularly scheduled basis. Normally, such changes occur on an annual basis throughout the year; however, policy and/or rate changes sometimes occur at other than normally expected times. In either circumstance, ESI monitors changes in major Federal programs and continuously reviews existing content. ESI will update Help/Information policy topics and data tables when required and develop new topics as needed. Additionally, benefit and policy changes may necessitate changes or additions to the input questions in WorkWORLD along with concurrent revisions or additions to the context-sensitive Help topics for those questions. Finally, Numeric and Text Results from the program may require modification as well as their context-specific Help topics in order to match benefit and policy changes. State-level content is updated as changes are brought to ESI's attention by the state liaison, by WorkWORLD users, or through a discovery process.

Technical tasks:

ESI provides the WorkWORLD website server and associated maintenance, updating, and backup for its hardware and software. Links to external websites are periodically tested, verified, and updated as required. New program versions include updates and additions to internal database tables that ESI provides as part of program updates. Each new version requires a new compilation of the Help/Information System and the WorkWORLD software, which ESI performs. In addition, changes to permit the installation of the updated software must be made and integrated into the installation routines. Finally, ESI performs installation and usability testing of each new version prior to release.

Help tasks:

ESI provides email and phone support for users installing their software. Policy questions, if they relate to use of the software, can usually be managed. States may choose to add funds for more phone support or for more training. However, these costs would be in addition to the task described above.

Delivery tasks:

The costs of purchasing blank CDs, copying CDs, tracking users, packaging, postage, and shipping are covered for up to 500 individually mailed CDs per version. \$5 per CD will be requested when 500 individual mailings are exceeded per version.

Any state that wishes to establish an MOU with ESI to develop *new* customized state-specific features in WorkWORLD will have **FREE** access to the above described delivery system while their customized work is being completed. Specific terms for these customizing MOU's will be established separate and apart from this MOU. There are currently two state-specific customization options. A sample template for the Development and Integration of a Comprehensive State Benefit Information System may be found at <http://www.workworld.org/mou/MOUTemplateCustomHelpSystem.doc> , and a sample template for the Development and Integration of Detailed Information and Calculated Results may be found at <http://www.workworld.org/mou/MOUTemplateCustomCalculations.doc>.

[STATE ENTITY(IES)] Contact

[NAME, POSITION, POSTAL ADDRESS, PHONE, FAX, EMAIL ADDRESS]

ESI Contact

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Time period

This MOU covers the time period ____, 2005-____, 2006. ESI will invoice [STATE ENTITY] on a monthly or every other month basis, depending on the State Entity's preference. Payment is expected within 30 days of receipt of invoices.

Terms and Conditions

The undersigned hereby agree to this MOU and thereby, authorize its execution.

[STATE INFORMATION]	ON BEHALF OF THE EMPLOYMENT SUPPORT INSTITUTE, SCHOOL OF BUSINESS, VIRGINIA COMMONWEALTH UNIVERSITY
[[STATE ENTITY(IES)]SIGNATURES]	<p>Mark Hill, Director Employment Support Institute, School of Business</p> <p>Signed _____ Dated _____</p> <p>Michael Sesnowitz, Dean School of Business</p> <p>Signed _____ Dated _____</p> <p>cc: E.G. Miller, Associate Dean School of Business</p>