

2011 Reemployment and Eligibility Assessment (REA) Program Agreement

Local Workforce Investment Area (LWIA) Name:

REA One Stop Career Center site(s):

Contact Name and Email for Lead REA Program Contact for LWIA:

Contact Name and Email for Lead REA Program Contact for each One Stop Career Center Location operating the REA program:

Whereas, the United States Department of Labor has awarded the New York State Department of Labor (NYSDOL) a Reemployment and Eligibility Assessment (REA) grant to implement REA programs at participating One Stop Career Centers, and

Whereas, the REA grant funds additional local level REA state (NYSDOL) merit staff who provide enhanced services to unemployment insurance (UI) recipients; and

Whereas, in accordance with federal REA guidelines, the parties agree to identify reemployment service needs and commit to providing reemployment services as required by the REA grant;

NOW, THEREFORE, the parties confirm their willingness to work cooperatively to implement the REA program and set forth their specified responsibilities as follows:

- I. The LWIA identified to oversee and the One Stop Career Centers identified to operate the REA program in accordance with the REA grant awarded to NYSDOL, specifically agree to:
 - A. Accept the REA staffing award level as identified in **Attachment A** of this Agreement. The LWIA and One Stop Career Center further agree to fully utilize the REA staffing award to support NYSDOL staff time solely for the purposes intended and specified in the REA grant awarded to NYSDOL and further outlined in this Agreement;
 - B. Operate the REA grant in accord with all federal REA requirements, the approved NYSDOL REA grant award, and any REA policies, procedures, and/or program guidance issued by NYSDOL, including the following:

1. Randomly assign 80% of all claimants with profiling scores in the range of 1 to 50 (excluding claimants that have union hiring hall agreements, on temporary or seasonal layoff with anticipated return to work dates) as REA participants. Random assignment must be done weekly at the time of scheduling the Initial REA interview through the Reemployment Operating System (REOS). The random assignment process must follow NYSDOL provided guidance to insure that the selection of REA participants is as random as possible, and not based on any specific claimant characteristics or identifiers;
2. Provide up to a maximum of 3 REA interviews per participant. Agree to implement a case management strategy to insure that all REA participants are effectively scheduled for REA interviews within the timeframes approved in the NYS REA grant, as follows:
 - a. 1st REA Interview within 2 weeks of REOS create date;
 - b. 2nd REA will be scheduled within 2 to 4 weeks following the 1st REA assuming the claimant is continuing to claim UI benefits;
 - c. 3rd REA will be scheduled within 1 to 2 months following the 2nd REA assuming the claimant is continuing to claim UI benefits; and
 - d. Case management strategies should incorporate steps to identify REA participants who had a break in their claim prior to receiving the maximum three (3) REA appointments. If the REA participant begins claiming benefits at a later time within the same benefit year, the claimant should be scheduled for the next REA at that time.
3. Insure that all REA funded staff time is solely used for REA grant allowable activities. REA grant staffs are funded using federal UI Administration grant dollars and thus are limited to performing UI allowable activities only. In addition REA funds are intended for use to assess the continued UI eligibility and reemployment needs of UI participants during the 26 weeks of Regular UI. REA funds cannot be used to serve claimants who have exhausted UI regular benefits. The provision of labor market information, development and review of work search plans, assessment of the participants' need for reemployment services, and making referrals to reemployment services are all integral components of REA. REA funded staff may only provide the specific services that are outlined in **Attachment B** as part of each REA interview and/or as associated with the administrative responsibilities directly related to such REA interviews (including scheduling, re-scheduling, data recording, and UI issue reporting);
4. Conduct individual UI eligibility reviews at each REA assessment interview. All REA participants must complete a UI Eligibility Questionnaire at each REA interview, and REA staff must thoroughly review the questionnaire with the claimant, advise the claimant of any potential barriers to employment and provide the claimant with the opportunity to remove such barriers, and take appropriate action as per REA program policy and procedure on UI issue identification and reporting. All UI Issues identified during a REA interview must be documented

and reported through REOS to the NYSDOL Unemployment Insurance Division (UID) in accord with NYSDOL issued REA procedure and guidance;

5. Schedule all REA interviews as an appointment thru the REOS system. REA participants must be provided advance written notification of scheduled REA appointments via the REOS system and the REOS generated letter must include standard UI advisory language approved jointly by UID and NYSDOL Employment and Workforce Solutions (DEWS); and
6. Place a control on benefits thru the REOS system each/any time a REA participant fails to report to a scheduled REA appointment in accord with NYSDOL issued procedure and guidance. All claimants failing to report to a scheduled REA interview will receive automated notification that their benefits are being held due to their failure to report to a scheduled REA interview and instructed that they must report to their designated REA reporting One Stop Career Center.

On the next day that the claimant reports to the One Stop Career Center following a failure to report, the LWIA and One Stop Career Center must follow NYSDOL procedures to record this activity in OSOS and to provide the claimant with a questionnaire identifying the reason(s) the claimant failed to report and instructions for completion/transmittal to UID. UID will adjudicate all Failure to Report (FTR) issues upon receipt of the claimant-completed FTR questionnaire.

7. Leverage non-REA funded resources to make available reemployment services thru the One Stop Career Center system as necessary to meet the service needs of REA participants. The federal grant requires that at least one reemployment service be received following each REA funded interview attended. Providing reemployment services such as resume writing, interviewing skills workshops, and job development activities are not permissible uses of UI grant funds and must be provided by non-REA funding sources Reporting Requirements;
8. Follow all REOS and OSOS data entry requirements in accord with instructions provided by NYSDOL as needed for the state to meet federal REA reporting requirements. As a condition of the REA grant, LWIA and One Stop Career Centers operating REA programs agree to cooperate in any studies that may be conducted at the State or federal level to evaluate the REA program performance, must comply in a timely manner to any requests for information related to the REA program, and/or to participate in REA informational conference calls, webinars, training sessions etc;
9. All REA funded staff must complete the NYSDOL UI Confidentiality On-Line Training Module I. All staff must keep UI information confidential and use it only for official purposes consistent with their job duties. Staff also must comply with all NYSDOL computer use policies, which expressly prohibits release of proprietary data and information. The LWIA and One Stop Career Center management are responsible for insuring that all staff are fully informed and comply with UI Confidentiality policies and for the design, implementation, and

monitoring of procedures for safeguarding the confidentiality of all customer information;

10. Notify NYSDOL management of any REA program interagency conflicts or disagreements that arise (excluding individual issues of adjudication) so that they may be resolved quickly and not disrupt the REA program. REA staff will also comply with current policy relating to disruptive customers (TA # 10-17); and
11. Agree to cooperate fully with NYSDOL staff assigned to monitor the REA program making staff, files, and time available as necessary.
12. Acknowledge that REA funded staffs are NYSDOL employees and that such positions, if vacant, are subject to the State of New York's hiring process and procedures.

II. This Agreement may be amended upon the mutual written consent of the parties.

III. NYSDOL may suspend or terminate this Agreement in whole, or in part, at any time:

- A. Whenever NYSDOL has determined that one of the parties to the Agreement has failed to comply with the provisions of federal and/or State Law, rules and regulations; NYSDOL requirements; or the terms and conditions of this Agreement;
- B. When Federal funding to continue the REA program is decreased or becomes unavailable. Should NYSDOL determine that Federal funds are limited or become unavailable for any reason, NYSDOL may reduce the term of the Agreement, suspend the Agreement, or deem this Agreement terminated immediately. In the event of termination under this paragraph, NYSDOL agrees to give notice to as soon as practicable. If the initial notice is given orally, NYSDOL shall follow this up immediately with written notice;
- C. Should NYSDOL determine that the REA staffing allocation in a particular area is not warranted; and
- D. Notwithstanding any other provision herein, NYSDOL may terminate this Agreement at any time upon thirty (30) days prior written notice.

IV. The term of this Agreement shall commence August 8, 2011 and shall continue in effect unless and until terminated by NYDOL in accordance with the terms of this Agreement.

Attachment A

REA 2011 Staffing Award Level

LWIA	OFFICE	Staff Allocation
Albany, Schenectady, Rensselaer	Albany	6
Broome/ Tioga	Binghamton	5
Cattaraugus/ Allegany	Olean	2
Cayuga/ Cortland	Auburn	2
Cayuga Cortland	Cortland	2
Chautauqua	Dunkirk	2
Chautauqua	Jamestown	2
Chenango/ Delaware/ Otsego	Norwich	1
Chenango/ Delaware/ Otsego	Oneonta	1
Clinton/ Essex/ Franklin/ Hamilton	Malone	1
Clinton/ Essex/ Franklin/ Hamilton	Plattsburgh	3
Columbia/ Greene Counties	Hudson	2
Fulton/Montgomery/Schoharie	Amsterdam (Gloversville & Cobleskill)	4
Genesee/ Livingston/ Orleans/ Wyoming Counties	Albion	2
Genesee/ Livingston/ Orleans/ Wyoming Counties	Batavia	2
Genesee/ Livingston/ Orleans/ Wyoming Counties	Geneseo	2
Genesee/ Livingston/ Orleans/ Wyoming Counties	Warsaw	1
Herkimer/Madison/Oneida	Herkimer	1
Herkimer/Madison/Oneida	Oneida (Madison County)	2
Herkimer/Madison/Oneida	Utica (Oneida County)	4
Herkimer/Madison/Oneida	Rome	1
Jefferson/ Lewis	Watertown	2
Monroe County	Rochester (Waring Rd)	4
Monroe County	Rochester (Goodman St)	5
New York City	Flushing	4
New York City	Jamaica	2
New York City	Metrotech Center	10
Onondaga County	Syracuse	9
Ontario/ Wayne/ Seneca/ Yates Counties	Geneva	3
Ontario/ Wayne/ Seneca/ Yates Counties	Lyons	3
Oyster Bay/North Hempstead/ Glen Cove	Hicksville	2
Oyster Bay/North Hempstead/ Glen Cove	Massapequa	1
Orange County	Middletown	3
Orange County	Newburgh	3
Putnam/ Westchester	Peekskill	2
Putnam/ Westchester	Carmel	1
Putnam/ Westchester	White Plains	5
Sullivan County	Monticello	3
St. Lawrence	Massena	1
Tompkins	Ithaca	2
Yonkers	Yonkers	3
Total		116

DRAFT 7/7/2011

Attachment B to REA Program Agreement

Required Elements of REA Interviews

(Included as part of each REA interview except as noted for elements completed during 1st REA Only):

- Explanation of the REA program expectations and ramifications for non-compliance (Initial REA)
- Complete Intake and Enrollment (if not already co-enrolled in ES/WIA) (Initial REA)
- Registration in Skills Matching and Referral Technology (SMART) and registration in the State Job Bank (Initial REA)
- Initial Assessment in accord with NYSDOL Initial Assessment policy (Initial REA)
- Completion of Individual UI Eligibility Questionnaire and Staff conducted UI Eligibility Review including: identification of potential barriers to employment and/or other potential UI issues, discussion with the claimant of UI eligibility requirements related to identified issue and claimant advisory on need to remove potential barriers to employment and potential impact on benefits if barrier not removed
- Documentation of any/all potential UI Issues and reporting of UI Issues for Adjudication to Unemployment Insurance Division through REOS
- Development of Individual Work Search Plan or modification/updating of Work Search Plan if needed
- Review of work search efforts to-date against the Work Search Plan. Review of work search efforts shall include review/follow-up on actions taken in response to SMART job leads, job referrals, and status of prior “next step” services plan items
- Reassessment to determine any changes in circumstance since prior contact with REA staff, ongoing barriers and to update plans for remediation
- Provision of customized labor market information,
- Development of an individual Next Steps Plan with articulated next steps which should include scheduled appointments and/or referral to appropriate One Stop Career Center reemployment or training service(s), work search activities, referral to supportive services and/or other partner services outside of the One Stop Center, individual “homework” identified to address barriers to employment and/or meet work search goals
- Orientation to One Stop Services (may be performed in a group setting and may be supplemented by general One Stop Center Orientation)
- Scheduling of subsequent REA interview and/or plan for transition from REA program to the universal One Stop Career Center customer population