

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division") and North Carolina Department of Commerce, Division of Workforce Solutions/NCWorks Career Centers (hereinafter referred to as "Contractor").

This MOA is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

I. Effective Period:

This MOA shall begin on 12/1/2016 and end on 12/31/2019, with the option to extend, if mutually agreed upon, through a written amendment.

This MOA may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOA may be amended, if mutually agreed upon, to change scope and terms of the MOA. Such changes shall be incorporated as a written amendment to this MOA.

II. Contractor Duties:

The Contractor hereby agrees to provide the services described in the scope of work which is incorporated herein by reference.

Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mekella Anthony, Work First Policy Consultant Division of Social Services 2420 Mail Service Center Raleigh, NC 27699-2420 Telephone: (919) 527-6314 Fax: (919-334-1265) Email: Mekella.Anthony@dhhs.nc.gov	Mekella Anthony, Work First Policy Consultant Division of Social Services 820 S. Boylan Avenue Raleigh, NC 27603-2246

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Danny Giddens, Director of Field Operations Division of Workforce Solutions 313 Chapanoke Road, Suite 120 Raleigh, NC 27603 Telephone: (919) 814-0325 Fax: (919) 662-4770 dgiddens@nccommerce.com	Danny Giddens, Director of Field Operations Division of Workforce Solutions 313 Chapanoke Road, Suite 120 Raleigh, NC 27603

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division") and North Carolina Department of Commerce, Division of Workforce Solutions/NCWorks Career Centers (hereinafter referred to as "Contractor/NC DWS/NCWorks Career Centers").

Signatures follow on next page

North Carolina Department of Commerce, Division of Workforce Solutions

William H. Collins
Signature

May 31, 2017
Date

William H. Collins
Printed Name

Assistant Secretary
Title

Witness

Balinda Boyette
Signature

5/31/2017
Date

North Carolina Department of Health and Human Services, Division of Social Services

Wayne E. Black
Signature

6/16/17
Date

Wayne E. Black
Printed Name

Sr. Director for Social Services
and County Operations
Title

Scope of Work

I. Mutual Responsibilities

A. Inter-agency Collaboration

1. Maintain open communication and quarterly meetings on the Division level to review the status of the programs stipulated within this agreement.
2. The local departments of social services (Local DSS) and NCWorks Career Centers (Local NCWorks Career Centers) shall exchange information regarding the referral process and mutual understanding of each agency's roles, services, vocabulary usage, limitations, and resources available to serve this population.
3. Staff from both local agencies – the Local DSS and Local NCWorks Career Centers will meet as needed to staff cases, educate new staff and clarify new policies and procedures. It is recommended that meetings include staff from all applicable program areas.
4. In addition, collaborative groups will consider other program areas and community resources to their workgroups (as needed), including but not limited to: the Local Management Entities - Managed Care Organizations (LME-MCOs), Community Colleges, Community Rehabilitation Programs and any other local resources when deemed necessary. These joint meetings will focus on what customers/participants and program staff can do to enhance achievement possibilities and successful outcomes.
5. NCWorks Career Center staff and Local DSS Work First program staff will discuss opportunities for the on-site support/co-location of its staff as appropriate, if those resources are available.

B. Referral Process

1. Referrals will generate from the local Department of Social Services (hereinafter referred to as "Local DSS") or local NCWorks Career Centers (hereinafter referred to as "Local NCWorks Career Centers") as needs are identified. Referral forms from each agency will be provided to relevant staff in order to expedite the process.
2. A written, formal referral process, including contacts must be on file at the Local DSS level for the current State Fiscal Year (SFY).
3. Local DSS will utilize assessment tools that focus on what the customer/participant can do in relation to potential employment based on their skills and abilities. All Work First participants who are required to be engaged in Job Search will be referred to Local NCWorks Career Centers for services.

4. Referrals to the Local NCWorks Career Centers may occur at any time from the point of intake throughout the customers/participants involvement with the Local DSS.
5. Referrals by the Local NCWorks Career Centers staff to Local DSS will be made as soon as the need is identified. The Local NCWorks Career Centers staff may assess and refer a customer/participant to Local DSS to make an application for Food and Nutrition Services, Work First or other Local DSS services. If the Local NCWorks Career Centers staff suspects that a child may be abused or neglected, a mandatory Child Protective Services report should be made to the Local DSS.

C. Case Planning Goals and Services

1. Cooperation between agencies in securing coordinated services at the local levels for those customers/participants being considered for, or recipients of, social services is recommended. Case management efforts will be made to prevent the duplication of services from collaborating agencies.
2. Joint planning of services will be completed when appropriate. Within the Local DSS, case planning processes exist in all service programs, though under different names. In Work First, the case plans are called Mutual Responsibility Agreements (MRA)/Outcome Plans. Whenever appropriate, joint planning with the customer/participant will occur for all of these plans. Copies of case plans will be shared as soon as possible within the applicable program guidelines.
3. Both agencies will comply with Federal and State laws which restrict the use and disclosure of information about people receiving public assistance to safeguard the confidentiality of all customers/participants. Written consent/permission must be given by the customer/participant to share their information as specified in 42 C.F.R. part 2 and 45 C.F.R. parts 160 & 164.
4. Both agencies will comply with Title II of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504) to ensure that individuals with disabilities have equal access to programs and services; Title VI and VII of the Civil Rights Act of 1964 which prohibits discrimination based on race, color or national origin in programs or activities which receive federal financial assistance; and prohibits employers from discriminating against employees on the basis of sex, race, color, national origin and religion.
5. Services will be delivered in a timely manner by all parties involved as stipulated within the policies of each agency. Each program and agency may be required to meet different time frames; however each agency and program will communicate and coordinate their activities in service delivery on the behalf of the customer/participant whenever possible.

II. The Contractor (NC Division of Workforce Solutions) (DWS) agrees to:

1. Ensure Local NCWorks Career Centers provide a program of employment-related services to eligible individuals referred by Local DSS who want to obtain or maintain employment. Services are based on individualized needs and eligibility which may include but not be limited to:
 - Assessment outcomes
 - Evaluation of work potential and skills
 - Guidance and Counseling
 - Interpreting Services (American Sign Language & Foreign Languages)
 - Job Development and Placement
 - On-the-job Training
 - Supported Employment Services
 - Work Adjustment Training
2. The Local NCWorks Career Centers staff will determine customers/participants eligibility for employment-related services, including the nature and scope of those services. Eligibility will be determined as soon as there is sufficient information to decide that the person meets or does not meet the requirements for eligibility.
3. As appropriate, Local NCWorks Career Centers staff may complete an evaluation on each eligible individual to the degree necessary to determine the educational and employment goals.
4. The Local NCWorks Career Centers staff will share customers/participants employment services or employment-related services information with appropriate Local DSS personnel upon having a signed Consent for Release of Confidential Information as specified in 42 C.F.R. part 2 and 45 C.F.R. parts 160 & 164.
5. The Local NCWorks Career Centers staff will provide employment-related services, as long as the customer/participant is cooperative in the completion of his/her assessment.
6. The Local NCWorks Career Centers staff, as appropriate, will register or assist with registering Work First participants for work, provide job search activities, job placement, complete referrals to workforce development programs and community resources.
7. NCWorks (on-line database system) maintains documentation of those customers/participants registered, who are Work First participants, and tracks services provided to program participants if appropriate.
8. The local NCWorks Career Center will maintain a database that provides information to allow local DSS staff to verify work registration.
9. DWS will provide reasonable assistance to the Division of Social Services (DSS) in reviewing policies and procedures that govern DWS.

III. The Division of Social Services (DSS) agrees to:

1. Require Local DSS agencies to ensure that all eligible customers/participants who are required to job search are provided appropriate program services that are available. Services that DSS supervise and Local DSS may administer to families include but are not limited to:
 - Adoption Services
 - Benefit Diversion
 - Case Management Services
 - Child Placement Services
 - Child Protective Services
 - Emergency Assistance
 - Food and Nutrition Services
 - Intensive Family Preservation, Intensive Family Reunification, Adoption Promotion and Support, Family Preservation and Family Support Services
 - Job Bonus
 - LINKS Services for current and former youth in the Foster Care System
 - Low Income Energy Assistance Program (LIEAP)
 - Participation Expenses - For the allowance of participation in Work First work activities
 - Referrals, including referrals to Child Care, WIC Services, Community Resources such as Local NCWorks Career Centers, Consumer Credit Counseling Services, Chamber of Commerce, Community Colleges and Centers for Employment and Training, Child Support Services, Housing, Social Security, Health Support, In Home Aid Services, etc.
 - Transportation Assistance
 - Work First Monthly Cash Assistance
 - Work First Services to Families within the At or Below 200% of the Federal Poverty Level
 - Work Related Expenses
2. The Local DSS agencies will share customers/participants employment services or employment-related services information with appropriate Local NCWorks Career Centers staff upon having a signed Consent for Release of Confidential Information as specified in 42 C.F.R. part 2 and 45 C.F.R. parts 160 & 164.
3. Local DSS agencies are to include Local NCWorks Career Centers staff in any Child and Family Teams or in multidisciplinary meetings that involve planning with mutual customers/participants.
4. Involve Local NCWorks Career Centers staff in planning and policy discussions on issues that impact the population that the Local DSS serves.
5. Share new and/or revised research of federal and state laws and policies that will affect DWS and DSS collaboration in serving mutual populations.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	Outcome	Reporting Frequency	Quarterly
Measure	Quarterly meetings in order to discuss practices to assist the citizens of North Carolina to improve employment outcomes.		

Fiscal Year	2017	Preferred Trend	Maintain
Baseline Value	0		
Target Value	100% participation		
Data Source	Attendance sheets and agendas.		
Collection Process and Calculation	N/A		
Collection Frequency	Quarterly		