

INTRA-DEPARTMENTAL MEMORANDUM OF AGREEMENT

This IMOA 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 #1") and North Carolina Department of Health and Human Services, Division of Vocational Rehabilitation Services (hereinafter referred to as "Division #2").

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

I. Effective Period:

This IMOA shall begin on 7/1/2023 and end on 6/30/2026, with the option to extend, if mutually agreed upon, through a written amendment.

This IMOA may be terminated by either party upon at least 30 days' written notice. This IMOA may be amended, if mutually agreed upon, to change scope and budget of the IMOA. Such changes shall be incorporated as an addendum to this IMOA.

II. Contractor's Duties:

The contractor shall provide the services as described in the scope of work which is incorporated herein by reference and in accordance with the approved budget, if applicable. In addition, the contractor shall adhere to the requirements set forth below, section II of this agreement.

Division #1 agrees to:

- A. Allow Division #2 to receive Federal funds directly into their budget to carry out the goals, objective and/or deliverables as described in the scope of work and
- B. Monitor Division #2 for compliance of all applicable State and Federal guidelines.

Division #2 agrees to:

- A. Meet the requirements described in the Scope of Work;
- B. Use the funds available for the sole purpose of accomplishing the requirements;
- C. Make available all records, papers, vouchers, books, correspondence or other documentation or evidence in a reasonable time period, if requested during the agreement period or after, for review, inspection or audit by duly authorized officials of the Division or the North Carolina Office of the State Auditor relating to this IMOA;
- D. Submit to Division #1, in such form as specified by said Division, a monthly report of expenditures for the month following the expenditure month, any agreed on outcome/performance measures (data), weekly time records (if required), and copies of any purchases made (if required);
- E. Submit to Division #1 any other plans, reports, documents, or other products that said Division may specify;
- F. Take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this IMOA.

Division #2 assures that under this IMOA, funds shall be used only to supplement, not to supplant, the total amount of Federal, State, and local public funds Division #2 otherwise expends for related services.

Division #2 shall not subcontract any of the work contemplated in this proposal without obtaining prior written approval from Division #1. Any approved sub contractor shall be subject to the same conditions as Division #2. Division #2 shall be responsible for the performance of any contractor.

III. Division's Duties:

The amount of funds available for this project or service shall not exceed \$0.

Contract Administrators:

The administrator of this IMOA for Division #1 will be Adrienne Rice and the administrator for Division #2 will be Alice L. Farrar, Interim Chief of Employment Services and Program Development.

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
Adrienne Rice, Work First Program Manager Division of Social Services 820 S. Boylan Ave; Hargrove Building, 2420 Mail Service Center Raleigh, NC 27699-2420 Telephone : (919)-527-6312 Fax: ()-- Email: adrienne.rice@dhhs.nc.gov	Adrienne Rice, Work First Program Manager Division of Social Services 820 S. Boylan Ave; Hargrove Building, 2420 Mail Service Center Raleigh, NC 27699-2420

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Alice L. Farrar, Interim Chief of Employment Services and Program Development Division of Vocational Rehabilitation Services 805 Ruggles Drive Raleigh, NC 27603 Telephone: (919)-855-3572 Fax: ()-- Email: Alice.Farrar@dhhs.nc.gov	Alice L. Farrar, Interim Chief of Employment Services and Program Development Division of Vocational Rehabilitation Services 805 Ruggles Drive Raleigh, NC 27603

Signatures follow on next page

#1: Division of Social Services

DocuSigned by:

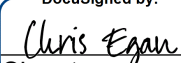
Signature

04/03/23 | 11:14 AM EDT
Date

Susan G. Osborne
Printed Name

Assistant Secretary of Human Services
Title

#2: North Carolina Department of Health and Human Services, Division of Vocational Rehabilitation Services

DocuSigned by:

Signature

04/12/23 | 10:50 AM EDT
Date

Chris Egan
Printed Name

Senior Director for Employment Services
(DVR,DSB,DSDH)
Title

Scope of Work

I. Introduction

This IMOA is entered by and between North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division") and North Carolina Department of Health and Human Services, Division of Vocational Rehabilitation Services (hereinafter referred to as "Contractor" for the purpose of providing vocational rehabilitation services for eligible recipients with disabilities in the preparation for obtaining employment and reaching self-sufficiency. This IMOA is subject to the provisions of all applicable federal and state laws, regulations, policies and standards. This (IMO) establishes the basic responsibilities and relationship between the local department of social services and agencies (Work First Program) (hereinafter referred to as "local DSS") and the local Vocational Rehabilitation Office (hereinafter referred to as "local VR").

The legal authority for this agreement is based upon the 1998 amendments to the Rehabilitation Act (P.L. 105-220); G.S. 143-545A through 143-548; G.S. 143-10; and G.S. 43 Article III.

This IMOA may be terminated by Division or Contractor upon thirty (30) days written notice or immediately upon notice for cause. This IMOA may be amended, if mutually agreed upon, to change scope and terms of the IMOA. Such changes shall be incorporated as a written amendment to this IMOA.

II. Referral Process

1. Referrals will generate from the local DSS and VR agencies as needs are identified.
2. Referral forms from each agency will be provided to relevant staff in order to expedite the process.
3. A written, formal referral process, including contacts that has been approved by the local DSS and VR must be on file at the local DSS level for the current State Fiscal Year (SFY).
4. Local DSS will utilize assessment tools that focus on what the applicants/recipients can do in relation to potential employment based on their skills and abilities.
5. All Work First participants who present a diagnosed or undiagnosed functional limitation (areas of communication, interpersonal skills, mobility, self-care, self-direction, work skills, or work tolerance) that may be a barrier to employment will be referred to VR for services.
6. Local VR staff will assess and refer an applicant/recipient to the local DSS to make an application for Work First, Food and Nutrition Services or other local DSS services, including the LINKS program.
7. If the local VR staff suspects that a child may be abused or neglected, a mandatory Child Protective Services Report will be made to the local DSS.

III. Case Planning Goals and Services

1. Collaboration between local DSS and VR agencies is required in securing coordinated services at the local and Division levels for applicants being considered for or recipients of social services and vocational rehabilitation services is required.
2. Case management efforts will be made to prevent the duplication of services from the collaborating agencies, local DSS and VR.
3. Joint case planning of services is a requirement.
 - a) Work First case plans are called Mutual Responsibility Agreements (MRA)/Outcome Plans.

- b) Child Welfare case plans are referred to as Family Service Agreements (FSA).
 - c) Local VR has a case planning process that results in the development of the Individualized Plan for Employment (IPE).
 - d) Copies of these various plans will be shared within the policy guidelines outlined by local DSS and VR.
- 4. Services will be delivered in a timely manner as outlined within the policies of each agency.
 - 5. Each program and agency may be required to meet different time frames due to the variations in policy of each agency.
 - 6. Each agency and program will communicate and coordinate their activities in service delivery on the behalf of the applicants/recipients as appropriate.

IV. Inter-agency Collaboration: Mutual Responsibilities

- 1. Maintain open communication and meet semi-annually on the Division level to review the status of the programs/services stipulated within this agreement.
- 2. Collaborative meetings will be scheduled by the appropriate representatives from the local DSS and VR agencies.
 - a) It is recommended that staff from all applicable program areas including but not limited to Work First, Food and Nutrition Services, Child Welfare, LINKS, Independent Living and Assistive Technology participate in these joint meetings.
 - b) Local collaborative groups are to include other disciplines to their workgroups including Local Management Entities and Managed Care Organizations (LME-MCO), Community Colleges, Community Rehabilitation Programs, Social Security Administration, Medical Assistance Programs, and other local resources deemed necessary.
 - c) Discussions will include but are not limited to the delivery of appropriate services for applicants/recipients with physical or mental disabilities receiving Work First services, to clarify state policies and procedures in order eliminate barriers, to facilitate ongoing improvements in the delivery of services and enhance services and successful outcomes.
- 3. Exchange information regarding the referral process and facilitate a mutual understanding of each agency's roles, services, and available resources to serve the local DSS and VR populations.
- 4. Provide cross-training at the local and state levels to educate new and existing staff as well as provide relevant updates as appropriate.

V. Contractor and Local VR Responsibilities

- 1. Provide a program of vocational rehabilitation services to eligible individuals with disabilities referred by the local DSS who want to obtain, maintain or advance in competitive employment. Services are based on individualized needs and financial eligibility which may include but are not limited to:
 - a) assessment outcomes,
 - b) evaluation of work potential and skills,
 - c) guidance and counseling,
 - d) physical and mental restoration,
 - e) durable medical equipment,
 - f) vocational and post-secondary training,
 - g) supported employment services,
 - h) work adjustment training,
 - i) on-the-job training,

- j) placement equipment and tools,
 - k) job development and placement,
 - l) assistive technology aids and devices,
 - m) interpreting services (American sign language & foreign languages),
 - n) transportation,
 - o) maintenance in the support of other rehabilitative services,
 - p) rehabilitation engineering,
 - q) modifications to home, vehicle or job site, and
 - r) brain injury support services (where available).
2. Share statistics with the local DSS and the Division regarding the Vocational Rehabilitation program's number of applicants/recipients referred, found eligible for services, with Individualized Plan for Employment Services (IPES), closed outcomes: successful employment outcomes and unsuccessful employment outcomes.
 3. Provide, within limitations of available resources, case service funds necessary to the delivery of vocational rehabilitation services for eligible applicants/recipients.
 4. Determine the applicant's eligibility for vocational rehabilitation services, including the nature and scope of those services.
 - a) Eligibility will be determined as soon as there is sufficient information to determine that the applicant meets or does not meet the requirements for eligibility.
 - b) Federal guidelines stipulate that determination of eligibility must be made within 60 days after the individual has applied for services, unless there are extenuating circumstances, or a trial work experience or extended evaluation is necessary.
 - c) An eligibility decision can only be made by the Contractor's professional counseling staff and cannot be delegated.
 5. Contact referred applicant within twenty-one (21) days to initiate the process of making an application for vocational rehabilitation services.
 6. Feedback regarding the status of the referral shall be provided to the referral source as soon as possible with regular updates as needed.
 7. Use existing assessment data when appropriate. When necessary, supplementary assessments will be procured.
 8. Complete a comprehensive evaluation on eligible recipients, to the degree necessary to determine the vocational goal and scope of vocational rehabilitation services to be included in the Individual Plan for Employment.
 9. Share applicants/recipients medical, financial and employment information with appropriate local DSS personnel upon receipt of a duly executed Consent for Release of Confidential Information as specified in 34 CFR 361.38 and 42 CFR (part 2) and 45 CFR (parts 160 & 164).
 10. Provide Vocational Rehabilitation Services if the recipient is cooperative in the completion of their Individualized Plan for Employment; or until the recipient has achieved a successful employment outcome by being employed for ninety (90) days or more.

VI. Division and Local DSS Responsibilities:

1. Collaborate with the Contractor to develop and revise policies and procedures to enhance services for the Work First and VR eligible recipients. Services that Division oversees and that the local DSS provides to families include but are not limited to:
 - a) adoption services,
 - b) benefit diversion,
 - c) case management services,
 - d) child placement services,
 - e) child protective services,

- f) emergency assistance,
 - g) food and nutrition services,
 - h) intensive family preservation, intensive family reunification, adoption promotion and support, family preservation and family support services,
 - i) job bonus,
 - j) links services for current and former youth in the foster care system,
 - k) Low Income Energy Assistance Program (LIEAP),
 - l) participation expenses - for the allowance of participation in Work First work activities,
 - m) referrals, including referrals to childcare, 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.,
 - n) transportation assistance,
 - o) Work First cash assistance,
 - p) Work First services to families at or below 200% of the federal poverty level, and
 - q) work related expenses.
2. Share applicant's/recipient's employment services or employment-related services information with appropriate local VR staff upon receipt of a duly sworn 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. Include Contractor staff in any Child and Family Teams or in multidisciplinary meetings that involve planning with mutual applicants/recipients.
 4. Share new and/or revised federal and state laws and policies that will affect local DSS and VR collaboration in serving mutual populations.

VII. Compliance

This IMOA is subject to the provisions of and compliance to all applicable federal and state laws, regulations, policies and standards by all parties, including:

34 CFR 76.500 - Federal statutes and regulations on nondiscrimination.

<https://www.govinfo.gov/app/details/CFR-2010-title34-vol1/CFR-2010-title34-vol1-sec76-500>

42 C.F.R. part 2 - Confidentiality of substance use disorder patient records.

<https://www.federalregister.gov/documents/2018/01/03/2017-28400/confidentiality-of-substance-use-disorder-patient-records>

45 C.F.R. parts 160 & 164- HIPAA and HITECH

<https://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

34 CFR 361.38- Protection, use, and release of personal information.

<https://www.govinfo.gov/app/details/CFR-2000-title34-vol2/CFR-2000-title34-vol2-sec361-38>

Title VI, 42 U.S.C. § 2000d et seq., enacted as part of the landmark Civil Rights Act of 1964

<https://www.justice.gov/crt/fcs/TitleVI>

Rehabilitation Act of 1973, As Amended Through P.L. 114–95, Enacted December 10, 2015.

<https://www.govinfo.gov/content/pkg/PLAW-114publ95/pdf/PLAW-114publ95.pdf>

The Workforce Investment Opportunity Act (P.L.113-128) Title V, Sections 501, 503, 504, 511.

<https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

The Individuals with Disabilities Education Act (P.L. 105-17)

<https://www.govinfo.gov/app/details/PLAW-105publ17>

The Vocational Education Amendments (P.L. 101-392)

<https://www.govinfo.gov/content/pkg/STATUTE-104/pdf/STATUTE-104-Pg753.pdf>

The Americans with Disabilities Act (P.L. 101-336)

<https://www.govinfo.gov/app/details/STATUTE-104/STATUTE-104-Pg327>

This space was intentionally left blank.

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	Annual
Measure	Semi-annual meetings in order to discuss practices and providing vocational rehabilitation services for eligible participants with disabilities to improve employment outcomes for the citizens of North Carolina.		

Fiscal Year	2020	Trend	Maintain
Baseline Value	2		
Target Value	2		
Data Source	Meeting sign in sheets will be utilized.		
Collection Process and Calculation	Contractor will verify attendance and submit sign in sheets		
Collection Frequency	semi-annual		