

**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 (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 7/1/2023 and end on 12/31/2023, 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
Adrienne Rice, Work First Program Manager Division of Social Services 820 S. Boylan Ave; Hargrove Building, 2420 Mail Service Center Raleigh, NC 27699-2420  <b>Telephone :</b> (919)-527-6312 <b>Fax:</b> ()-- <b>Email:</b> 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
Chet Mottershead, Assistant Secretary Division of Workforce Solutions 313 Chapanoke Road, MSC#4316 Raleigh, NC 27699-4316  <b>Telephone:</b> (984)-236-4191 <b>Fax:</b> ()-- <b>Email:</b> chet.mottershead@commerce.nc.gov	Chet Mottershead, Assistant Secretary Division of Workforce Solutions 313 Chapanoke Road, MSC#4316 Raleigh, NC 27699-4316

Signatures follow on next page

**North Carolina Department of Commerce, Division of Workforce Solutions**


DocuSigned by:  
  
Signature BB24DCA348DB4EC...

Chet Mottershead  
Printed Name

08/23/23 | 10:34 AM EDT

Date  
Assistant Secretary, DWS  
Contract signer  
Title

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

DocuSigned by:  
  
Signature 5042F6C017D2439...

Susan G. Osborne  
Printed Name

carla west

08/23/23 | 9:50 PM EDT

Date Sr Director for Human Services  
Assistant Secretary of Human Services  
Title

## Scope of Work

Under current United States Department of Health and Human Services regulations, the Division is required to operate the Work First Family Assistance Program. All work eligible Work First participants who are assessed as ready to engage in job search will be required to register for work. This requirement will be included on participants' Mutual Responsibility Agreement Plan of Action/Outcome Plan.

This Memorandum of Agreement (MOA) is entered by and between the Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division"), and the Division of Workforce Services for the purpose of providing work registration and resources to Work First participants. This MOA is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

### 1. Mutual Responsibilities

#### A. Interagency Collaboration

1. Maintain open communication and annual meetings on the state level to review the status of the goals as stipulated within this agreement. Scheduling of collaborative meetings at the local level will be determined by the appropriate representatives of those parties to discuss the delivery of appropriate services for customers to clarify state policies and procedures to eliminate barriers to the effective provision of services and successful outcomes.
2. Each local agency should exchange information regarding the referral processes and mutual understanding of each agency's roles, services, vocabulary usage, limitations, and resources available to serve this population. Mutual presentations on an occasional basis would be beneficial to allow for educating new staff and providing any relevant updates, if appropriate.
3. Encourage relevant staff from both agencies locally to discuss ongoing inter-relationship issues and continue the process for ongoing improvements in the delivery of services to customers shall be at the discretion of local parties. While NCWorks Career Center staff are not part of the DSS case management process, they can provide career and job placement services for jobseekers that are enrolled in WIOA programs. It is recommended that attendance in these joint meetings should include staff from all applicable program areas, including Work First, Food and Nutrition Services and Child Welfare. The joint meetings should focus on what customers can do in order to open up the realm of possibilities and outcomes that are more successful. These local collaborative groups should add other disciplines to their workgroups as needed, including Local Management Entities, Community Colleges, Community Rehabilitation Programs, Social Security, Medicaid, and any other local resources when deemed necessary.

#### B. Referral Process

Referrals can flow from the local Department of Social Services (hereinafter referred to as "Local DSS"), to the local Division of Workforce Solutions NC Works Career Centers (hereinafter referred to as "NC Works Staff") or vice versa, as needs are identified. Referral forms from each agency should be provided to relevant staff to expedite the process as much as possible.

1. Development of a written formal referral process at the Local DSS level should be in place including Local DSS and Local NC Works Career Center contacts.
2. Local DSS will make utilization of assessment tools that focus on what the customer can do in relation to potential employment based on their skills and abilities. All customers who are required to be engaged in Job Search will be referred to NCWorks Staff for services.
3. Referrals to the NC Works Staff may occur at any time from the point of intake throughout the customer's involvement with the Local DSS.

C. Case Planning Goals and Services

1. Cooperation between agencies in securing coordinated services at the local levels for those customers being considered for, or recipients of, social service is recommended. Case management efforts will be made to prevent the duplication of services from collaborating agencies.
2. Joint planning of services should be completed in collaboration when appropriate. Within the Local DSS, case planning processes exist in all services programs, though under different names. In Work First, the case plans are called Mutual Responsibility Agreements (MRA)/Outcome Plans. In Child Welfare, these plans are referred to as Family Services Agreements (FSA). Whenever appropriate, joint planning with the customer should occur for all of these plans. Any information not considered personal identifiable information (PII) can be shared with local DSS agency staff. Both agencies will comply with Federal and State laws, which restrict the use and disclosure of information about people receiving assistance to safeguard the confidentiality of all customers. A customers' information can only be released from a family's records, if the purposes are directly connected with the administration of program of public assistance and social services. Written permission must be given by the customer to share their information.
3. Services should 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 should communicate and coordinate their activities in service delivery on the behalf of the customer whenever possible.

**II. The Local DWS NC Works Centers agrees to:**

1. Ensure that the NC Works Staff provide a program of employment related services to eligible individuals referred by the 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:
  - A. Assessment outcomes
  - B. Evaluation of work potential and skills;
  - C. Guidance and Counseling;
  - D. Supported Employment Services;
  - E. Work Adjustment Training;
  - F. On-the-job Training;
  - G. Job Development and Placement;
  - H. Interpreting Services (American Sign Language & Foreign Languages);
2. The NC Works Staff will share existing NCWorks.gov reports with the Local DSS regarding the employment program, as deemed necessary to maintain open communication and good administrative practices, and that are mutually agreed upon by both parties as being necessary. All rules regarding PII apply.
3. The NC Works Staff will determine the customer's 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.
4. The NC Works Staff will use existing assessment data when appropriate. When necessary, supplementary assessments will be procured. Any supplementary assessments funded by WIOA will require appropriate program enrollment.
5. As appropriate, the NC Works Staff will complete a comprehensive evaluation on each eligible individual, to the degree necessary to determine the education goal and scope of services to be included in the plan of service.
6. The NC Works Staff will share consumer's specific information with appropriate Local DSS personnel upon a duly executed Consent for Release of Confidential Information as specified in 34 CFR 361.38.
7. The NC Works Staff will provide employment related services as long as the consumer is cooperative in the completion of his/her assessment or until the consumer has achieved a successful employment outcome by being employed for ninety (90) days or more.
8. The NC Works Staff, as appropriate, will register Work First participants for work and provide job search, job placement, and complete referrals to workforce development programs and community resources.

9. The NC Works Staff will provide reasonable accommodations to assist individuals with registration and access to employment services.
10. The NC Works Staff will maintain documentation of those individuals registered who are Work First participants and to track services provided to program participants if appropriate.
11. Local DSS will need to gain access to [www.ncworks.gov](http://www.ncworks.gov) independently in order to verify work registration, for their customers.
12. The NC Works will provide reasonable assistance to the Division in reviewing policy and procedures that may impact DWS.

**III. The Division agrees to:**

1. Consult with the Local DSS agencies to assure that all eligible customers who are required to Job Search are provided appropriate program services that are available. Services that the Division oversees and that the Local DSS provide to families include but are not limited to:
  - A. Work First Monthly Cash Assistance through Temporary Assistance to Needy Families (TANF) funds
  - B. Food and Nutrition Services
  - C. Benefit Diversion Assistance
  - D. Work First Services to Families within the At or Below 200% of the Federal Poverty Level
  - E. Emergency Assistance
  - F. Job Bonus
  - G. Case Management Services
  - H. Low Income Energy Assistance Program (LIEAP)
  - I. Transportation Assistance
  - J. Work Related Expenses
  - K. Participation Expenses-For the allowance of participation in Work First work activities.
  - L. Referrals, including referrals to Child Care, WIC services, Community Resources such as Local DWS, Consumer Credit Counseling Service, Chamber of Commerce, Community Colleges and Centers for Employment

and Training, Child Support Services, Housing, Social Security, Health Support, In Home Aid Services, etc.

- M. Child Protective Services
  - N. Child Placement Services
  - O. Adoption Services
  - P. Links Services for current and former youth in the Foster Care System
  - Q. Intensive Family Preservation, Intensive Family Reunification, Adoption Promotion and Support, Family Preservation, and Family Support Services
2. Encourage Local DSS agencies to share consumer's specific information with appropriate NC Works Staff personnel upon a duly executed consent for release of confidential information.
  3. Encourage Local DSS agencies to include NC Works Staff in any Child and Family Teams or in multidisciplinary meetings that involve planning with mutual customers.
  4. Involve NC Works Staff in planning and policy discussions on issues that impact the population that the Local DSS serves.
  5. Share research of federal and state law and policy that will affect the contractor and the Division 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.

«TableStart:Performance»

<b>Measure Type</b>	«PerformanceTypeDescription»	<b>Reporting Frequency</b>	«FrequencyTypeDescription»
<b>Measure</b>	«PerformanceDefinition»		

«TableStart:PerformanceValues»

<b>Fiscal Year</b>	«BudgetYear»	<b>Trend</b>	«PerformanceTrendDescription»
<b>Baseline Value</b>	«BaseLineValue»		
<b>Target Value</b>	«TargetValue»		
<b>Data Source</b>	«DataSource»		
<b>Collection Process and Calculation</b>	«CollectionProcess»		
<b>Collection Frequency</b>	«CollectionFrequency»		

«TableEnd:PerformanceValues»

«TableEnd:Performance»