

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 Health and Human Services, Division of Vocational Rehabilitation Services (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
Alice L. Farrar, Interim Chief of Employment Services and Program Development Division of Vocational Rehabilitation Services 805 Ruggles Drive Raleigh, NC 27699-2801 Telephone: (919)-855-3572 Fax: (919)-715-0616 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 27699-2801

Other Requirements:

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 "NCDSS") and North Carolina Department of Health and Human Services, Division of Vocational Rehabilitation (hereinafter referred to as "Contractor/NCDVRS").

Signatures follow on next page

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



Signature

1/13/17

Date

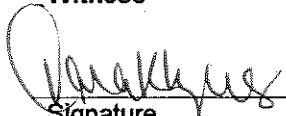
Claudia Horn

Printed Name

Senior Director for Employment Services
(DVRS, DSB, DSDHH)

Title

Witness



Signature

Date

Tara K. Myers

Printed Name

Division Director

Title

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



Signature

1/18/17

Date

Wayne Black

Printed Name

Director

Title

Scope of Work

I. Introduction

This Memorandum of Agreement (MOA) is entered by and between the Departments of Health and Human Services, Division of Vocational Rehabilitation Services (hereinafter referred to as "NCDVRS") and Division of Social Services (hereinafter referred to as "NCDSS") for the purpose of providing vocational rehabilitation services for eligible participants with disabilities in the preparation for obtaining employment and reaching self-sufficiency. This MOA is subject to the provisions of all applicable federal and state laws, regulations, policies and standards.

This Memorandum of Agreement (MOA) 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 MOA may be terminated by NCDSS or NCDVRS upon thirty (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.

NCDVRS and NCDSS (both parties to this agreement) attest that they do not discriminate on the basis of race, color, national origin, sex, religion, age, political beliefs, or disability in employment of the provision of services as required by 34 CFR 76.500. NCDVRS and NCDSS (both parties to this agreement) are currently in compliance with Title VI of the Civil Rights Act of 1964 and comply with the provisions of the Rehabilitation Act of 1973, as amended through 1998, including the Workforce Investment Opportunity Act (WIOA) (P.L. 113-128) Sections 501, 503 and 504 to the extent applicable; the Individuals with Disabilities Education Act (P.L. 105-17); the Vocational Education Amendments (P.L. 101-392) and the Americans with Disabilities Act (P.L. 101-336). NCDVRS and NCDSS (both parties) comply with wage and hour regulations; specifically as it relates to Section 511 (sub minimum wage).

II. Mutual Responsibilities

A. Inter-agency Collaboration

1. Maintain open communication and meet semi-annually on the Division level to review the status of the programs stipulated within this agreement. Collaborative meetings will be scheduled by the appropriate representatives from the local DSS and VR agencies. 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 joints meetings. In addition, these local collaborative groups will 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. Discussions will include but are not limited to: the delivery of appropriate services for applicants/participants with physical or mental disabilities receiving Work First services, to clarify state policies and procedures to eliminate barriers to programs, enhance services and successful outcomes and ongoing improvements in the delivery of services.

2. The local DSS and VR agencies will exchange information regarding the referral process and mutual understanding of each agency's roles, services, and available resources to serve the Work First and VR populations. Cross-training at the local and state levels will be provided to educate new and existing staff as well as provide relevant updates as appropriate.

B. Referral Process

1. Referrals will generate from the local DSS and VR agencies 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 that is approved by the local DSS and VR 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 applicants/participants can do in relation to potential employment based on their skills and abilities. All Work First participants who present diagnosed or undiagnosed functional limitations (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.
4. Referrals by the local VR staff to the local DSS will be made as soon as the need is identified. The VR staff will assess and refer an applicant/participant/consumer to the local DSS to make an application for Work First, Food and Nutrition Services or other DSS services, including the LINKS program. 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.

C. Case Planning Goals and Services

1. Collaboration between DSS and VR agencies in securing coordinated services at the local and Division levels for applicants/participants/consumers being considered for or recipients of social services and vocational rehabilitation services is required. Case management efforts are conducted to prevent the duplication of services from the collaborating agencies, DSS and VR.
2. Joint planning of services is a requirement. In Work First, the case plans are called Mutual Responsibility Agreements (MRA)/Outcome Plans. In Child Welfare, these plans are referred to as Family Service Agreements (FSA). Similarly, VR has a case planning process that results in the development of the Individualized Plan for Employment (IPE). Copies of these various plans will be shared within the policy guidelines outlined by DSS and VR.
3. DSS and VR will comply with federal and state laws which restrict the use and disclosure of information about individuals receiving public assistance to safeguard the confidentiality of

all applicant/participants. Written consent/ permission must be given by the applicant/participant to share their information.

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; and Title VI 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.
5. Services will be delivered in a timely manner as stipulated within the policies of each agency. Each program and agency may be required to meet different time frames. Each agency and program will communicate and coordinate their activities in service delivery on the behalf of the applicants/participants/consumer as appropriate.

II. The Contractor (NC Division of Vocational Rehabilitation Services (NCDVRS) agrees to:

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 not be limited to:
 - Assessment Outcomes
 - Evaluation of work potential and skills
 - Guidance and Counseling
 - Physical and mental restoration
 - Durable medical equipment
 - Vocational and post-secondary training
 - Supported Employment Services
 - Work Adjustment Training
 - On-the-job Training
 - Placement Equipment and Tools
 - Job Development and Placement
 - Assistive Technology Aids and Devices
 - Interpreting Services (American Sign Language & Foreign Languages)
 - Transportation
 - Maintenance in the support of other rehabilitative services
 - Rehabilitation Engineering
 - Modifications to home, vehicle or job site
 - Brain Injury Support Services (where available)
2. Share statistics with the local DSS and NC DSS regarding the number of consumers/participants referred to and found eligible for Vocational Rehabilitation 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/consumers.

4. Determine the applicant's eligibility for vocational rehabilitation 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. Federal guidelines stipulate that determination of eligibility must be made within 60 days after the individual has applied for services, unless there are exceptional circumstances, or a trial work experience or extended evaluation is necessary. An eligibility decision can only be made by NCDVRS professional counseling staff and cannot be delegated.
5. Contact referred applicant within twenty-one (21) days to initiate the process of taking an application for vocational rehabilitation services. Feedback regarding the status of the referral shall be provided to the referral source as soon as possible with regular updates as needed.
6. Use existing assessment data when appropriate. When necessary, supplementary assessments will be procured.
7. Complete a comprehensive evaluation on eligible individuals, to the degree necessary to determine the vocational goal and scope of vocational rehabilitation services to be included in the Individual Plan for Employment.
8. Share consumer's/participant's medical, financial and employment information with appropriate local DSS personnel upon 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).
9. Provide Vocational Rehabilitation Services as long as the consumer/participant is cooperative in the completion of his/her Individualized Plan for employment or until the consumer/participant has achieved a successful employment outcome by being employed for ninety (90) days or more.

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

Collaborate with NCDVRS to develop and revise policies and procedures to enhance services for the Work First and VR eligible participants/consumers.

1. Services that NCDSS oversees and that the local DSS provides 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 Cash Assistance
 - Work First Services to Families At or Below 200% of the Federal Poverty Level
 - Work Related Expenses
2. The Local DSS agencies will share applicant/participants employment services or employment-related services information with appropriate local VR 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. The Local DSS agencies will include NCDVRS staff if any Child and Family Teams or in multidisciplinary meetings that involve planning with mutual applicant/recipients/consumers.
 4. Share new and/or revised federal and state laws and policies that will affect local DSS and VR 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	Semi-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	2017	Preferred Trend	Maintain
Baseline Value	0		
Target Value	100% Participation		
Data Source	Attendance sheets and agendas.		
Collection Process and Calculation	0		
Collection Frequency	Semi-Annual		