

### **MEMORANDUM OF AGREEMENT (AMENDMENT)**

This Agreement amends the contract bearing the effective date of 7/1/2023 between the North Carolina Department of Health and Human Services, Division of Social Services, hereinafter referred to as the "Division" and North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities, Substance Abuse Services, hereinafter referred to as the "Contractor." This Amendment is hereby effective on 7/1/2025.

As provided for under the terms of this contract, the Division and the Contractor agree to amend the following contract provisions:

1. Reference "Effective Period": The termination date of 6/30/2025 is changed to 6/30/2027
2. Reference "Contractor's Duties": The Contractor shall provide the amended services as described in the scope of work.

The Grantee's matching requirement for this amendment is \$0. The total Grantee's matching amount is \$0.

The total amendment amount is \$0.

The total contract amount is \$0.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this Agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

**North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities, Substance Abuse Services**

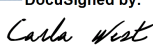
DocuSigned by:  
  
Signature

04/09/25 | 3:41 PM EDT  
Date

Kelly Crosbie  
Printed Name

Division of Mental Health, Developmental  
Disabilities, and Substance Use Services  
Director  
Title

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

DocuSigned by:  
  
Authorized Signature

04/09/25 | 6:08 PM EDT  
Date

Carla West  
Printed Name

Division Director  
Title

## SCOPE OF WORK

### **BACKGROUND**

#### **I. Introduction**

This agreement is entered into to establish the relationship and responsibilities of the Division of Social Services and Contractor to reduce potential substance use related barriers for:

- Program applicants and recipients that may be eligible for Temporary Assistance for Needy Families (TANF) also known as Work First (WF) who are seeking employment.
- Individuals with a criminal conviction related to illegal controlled substances within three years of the date of application for Work First.
- Individuals with a Class H or I controlled substance felony applying for Work First (WF) and/or Food and Nutrition Services (FNS).
- Individuals with a substantiated Child Protective Services (CPS) case or found in 'need of services' where the case includes substance use.

#### **II. Authority**

In September 2013, the North Carolina General Assembly passed Session Law 2013-417: House Bill 392, North Carolina General Statue 108A-29.1, mandates a drug test to screen applicants and recipients for Work First Program assistance, when there is reasonable suspicion that the individual is engaged in illegal use of controlled substances. When reasonable suspicion has been established, the drug test for Work First program applicants and recipients becomes a condition of eligibility.

North Carolina General Statue 108A-25.2: Exemption from limitations for individuals convicted of certain drug-related felonies. Individuals convicted of Class H or I controlled substance felony offenses in North Carolina shall be eligible to participate in the Work First and/or Food and Nutrition Services program. The local county department of social services shall require individuals who are eligible for Work First and Food and Nutrition Services who have such a felony to undergo substance use assessment, and if indicated, participate in substance use disorder treatment as a condition for receiving benefits, if funds and programs are available and to the extent allowed by federal law.

Both parties attest that they do not discriminate on the basis of race, color, national origin, sex (including gender identity and sexual orientation), religion, beliefs, or disability in employment of the provision of services as required by 34 CFR 76.500. 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, the Workforce Investment Act (P.L. 105-220) including Sections 501, 503, and 504 to the extent applicable; the Individuals with Disabilities Education Act (P.L. 105-17); and the Americans with Disabilities Act (P.L. 101-336).

Both parties to this agreement are currently in compliance with 42 C.F.R. Part 2 Confidentiality and Drug Abuse Patient Records, and 45 C.F.R. Parts 160 & 164, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Unless otherwise provided by federal regulations, information from alcohol and/or drug treatment records and/or mental health information cannot be disclosed or re-disclosed, without the applicant/recipient's written consent. If parties determine that some or all of the activities within the scope of this MOA are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Department of Health Human Services may require to ensure compliance.

### **III. Mutual Responsibilities**

#### **A. Inter-agency Collaboration**

Maintain open communication through quarterly 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 and to clarify state policies and procedures to eliminate barriers for the effective provisions of services and successful outcomes.

The Division and Contractor will require their local agencies, Local Management Entity – Managed Care Organization's (LME-MCO) and Local County Department of Social Services (DSS) to develop a Memorandum of Agreement (MOA) to outline each agency's roles and responsibilities in carrying out the provisions of this agreement. The elements of each MOA should include but not be limited to:

1. A signed MOA between the LME-MCO and the Local County Department of Social Services for each county in the LME-MCO's catchment area.
2. Intent of the MOA.
3. Responsibilities of each agency (individual and joint) which would include and is not limited to how cases will be staffed, in-service training and inter-agency meetings.
4. Signatures of the Director for each agency.
5. Effective dates of the MOA.
6. Evidence that the MOA has been reviewed within the last 12 months from execution (at a minimum).

#### **B. Coordination of Services**

1. Cooperation between the Division and the Contractor in securing coordinated services at the local levels for those applicants and recipients is essential. Efforts will be made to prevent the duplication of services from collaborating agencies.
2. Services should be delivered in a timely manner by all parties involved as stipulated within the policies of each Division and agency.

## **PURPOSE**

Purpose of this amendment is to extend the period of performance.

## **CONTRACTOR AGREES TO**

### **I. Contractor agrees to:**

- A. Provide funding to LME-MCOs to assist in hiring Qualified Professional Substance Abuse (QPSA) to be out-stationed at the local county DSS or other designated agencies and fund non-Medicaid reimbursable expenditures based on a formula defined by the Contractor.
- B. The provisions of funds to support QPSAs providing the following activities for the populations identified in Section I.
  1. Complete substance use disorder assessments.
  2. Educate applicants/recipients about substance use disorders, treatments and resource.
  3. Refer to substance use disorder treatment.
  4. Provide in-service training on substance use disorders.
  5. Provide consultation to local county DSS staff.
  6. Participate in local county DSS case staffing and meetings.
  7. Provide feedback of the applicants/recipients' compliance.
- C. Contractor agrees to share the Work First/CPS/Substance Use Initiative Quarterly Report data with the Division regarding Contractor services, as deemed necessary to maintain open communication and good administrative practices, and that are mutually agreed upon by both parties as being necessary. This report provides data for the following groups/programs and will capture noted information:

#### **1. Work First Family Assistance**

- **DAST 10:** Number of persons served that received Substance Use Disorder (SUD) information as a result of the DAST-10
- **Controlled Substance Conviction:** as a result of both misdemeanor and felony convictions as well as Class H or I Controlled Substance less than 3 years.
- **SUD Treatment at Application or Recertification:** Number of persons served that satisfactory participation in SUD treatment has been confirmed (who were not referred for a urine toxicology screen).
- **Satisfactory Participation in Treatment Post 30 Days:** Number of persons served that satisfactory participation in SUD treatment has been confirmed 30 days or more post urine toxicology results.
- **Successfully Completed SUD Treatment Post 30 Days:** Number of persons served that successful completion of SUD treatment has been confirmed 30 days or more post urine toxicology results.

▪ **Class H or I Controlled Substance Felony greater than 3 years:**

Persons served is the number of individuals assessed that were referred due to a Class H or I Controlled Substance felony that occurred more than three years ago.

Entered treatment is the number of persons entering treatment as a result of an assessment and/or referral by the QPSA. This does not include persons who are already in treatment.

▪ **Positive AUDIT Screening:** Number of persons assessed by the QPSA due to having a positive AUDIT screening.

Entered treatment is the number of persons entering treatment as a result of an assessment and/or referral by the QPSA. This does not include persons who are already in treatment.

▪ **Positive EHI Screening:** The number of persons assessed, or assessment was arranged for by the QPSA who were initially referred due to a positive EHI.

**Entered treatment is the number of persons entering treatment as a result of an assessment and/or referral by the QPSA. This does not include persons who are already in treatment.**

**2. Child Protective Services**

**Child Protective Services:** Number of persons assessed by QPSA and/or had participation in treatment confirmed and number of persons entering treatment as a result of the assessment done by the QPSA.

**3. Food and Nutrition Services Class H or I Controlled Substance Felons**

**Class H or I Controlled Substance Felons:** Number of persons assessed by the QPSA and/or had participation in treatment confirmed and number of persons entering treatment as a result of the assessment.

**DIVISION AGREES TO**

**I. Division agrees to:**

A. Collaborate with Contractor to develop and deliver training necessary for the Work First Substance Use and Drug Testing Policy, the Food and Nutrition Services and Child Protective Services policies as they relate to substance use.

B. Involve Contractor in planning and policy discussions on issues that impact the population that the Division serves.

C. Share research of federal and state law and policy that will affect Contractor and Division collaboration in serving mutual populations.

**D. Require local county DSS's to:**

1. Refer Work First and Food and Nutrition Services applicants and recipients who have been convicted of a Class H or I felony in North Carolina to the designated QPSA for services.
2. Refer Work First applicants and recipients who have met reasonable suspicion criteria to the QPSA for education regarding substance use disorders, treatment, services and resources.

3. Refer Work First applicants and recipients that meet or exceed the minimum acceptable score on the Alcohol Use Disorder Identification Test (AUDIT) for further assessment.
4. Refer Work First applicants and recipients that request mental health services to the appropriate LME-MCO personnel and contracted QPSA provider.
5. Secure a valid consent for release of confidential information to share specific information with appropriate LME-MCO personnel and contracted QPSA providers regarding Work First, CPS and FNS populations.
6. Consider including QPSA's in any Child and Family Teams or in multidisciplinary meetings that involve planning with mutual applicants and recipients.
7. Make referrals from Child Protective Services to the QPSA to assess individuals with a substantiated CPS case or found 'in need of services' where the case includes substance use, if QPSA resources are available.