

REVISED

**Lincoln County
Work First
Family Assistance
County Plan 2016-2019**



Submitted: June 8, 2015

Contact Person: Susan L. McCracken, Director
Lincoln Co. DSS
P.O. Box 130, Lincolnton, NC 28093
Phone: (704) 736-4346
Fax: (704) 736-8727
smccracken@lincolncounty.org

TABLE OF CONTENTS

ITEM	PAGE NO.
Vision Statement -----	Page 3
Introduction -----	Page 4
Compliance with ADA and Interpreting Services-----	Page 5
I. Conditions Within the County -----	Page 6-7
II Planning Process -----	Page 7-9
III. Goals and Performance Measures-----	Page 9-11
IV. Plans to Achieve Outcomes and Goals -----	Page 11-13
V. Administration -----	Page 13-17
VI. Emergency Assistance -----	Page 17-18
VII. Services to Low Income Families (under 200% of poverty) -----	Page 18-19
VIII. Services to Non-Custodial Parents -----	Page 19
IX. Exemption from the Work Requirement -----	Page 19
X. Innovative County Strategies -----	Page 19-22
XI. Special Issues -----	Page 22
XII. Eligibility Criteria -----	Page 22-23
XIII. Community Service -----	Page 23
XIV. Appeals Process -----	Page 23-25
XV. Review Prior to Expiration of Time Limits -----	Page 25
XVI. Funding Requirements -----	Page 25
XVII. Certification -----	Page 26
 Attachment – Memorandum of Agreement – LME	 Page 27-34
Attachment – Sample MRA	Page 35-37

Lincoln County Work First

Vision Statement

All children of Lincoln County will grow up in a loving, supportive, and safe family environment, which is self-sufficient, promotes a sense of self-worth, and an ownership in their community.



INTRODUCTION

During the past 16 years the Lincoln County Department of Social Services has continued to realize the dream and the promise of the TANF program. We promised families independence and self-sufficiency if they cooperated and worked hard. Many took advantage of our efforts for a while, others walked away, but many believed with us and took advantage of all that was promised. Many realized success.

Looking back on the success we remember a time when TANF dollars were available to make the promises work. Programs were built, supports were available, lives were improved, and jobs were found. We had the opportunity to take parents by the hand and teach the concept of work and how to work. We stood with them until they were confident they could succeed.

This took time, effort, services, and dollars. It took a community of effort with the belief that the hard work on everyone's part would pay off. And it did just that. But in time we began to see our program erode as we lost funding that supported the success. We could no longer maintain our contracts, pay for outside help, help support the hours of time spent with individuals who needed that extra support.

We made every effort to continue our program with our staff and those few providers who did not rely on a contract. While there is continued success it is not at the same level of achievement. We can't promise jobs, we can't offer education, we can't even offer the array of supports we once did. Families too often seek the three months of cash assistance, then disappear. We have not made the difference we once did. While I will argue that that this program remains a safety net and an opportunity I will also argue that it is time for change. After 16 years change is essential, if we are to remain a viable program, look hard at what we do and what we hope to do.

It is our intent to put forth opportunities for change and program improvement.

*Lincoln County Department of Social Services
Work First Family Assistance Program*

Compliance with American with Disabilities Act (ADA) and Interpreter Services:

Lincoln County and the Department of Social Services have developed policies and practices that comply with policy outlined in the Work First Manual, Section 117 – Ongoing Assessment and Services, Item VI – Federal Disability Laws and Employment Requirements by:

- Ensuring equal access to employment programs for qualified individuals with disabilities through the provision of appropriate services;
- Adopting methods of administration which do not discriminate against and ensures equal access and opportunity to qualified individuals with disabilities; and
- Modifying policies, practices, and procedures to provide equal access that allows qualified individuals with disabilities to participate in and benefit from employment programs unless doing so would fundamentally change the program or cause an undue hardship.

As indicated in the Work First Manual, we will make every effort to adequately serve individuals with disabilities.

Lincoln County has developed a Language Access Policy that is in compliance with Title VI of the Civil Rights Act. The plan, approved by the State Division of Social Services, ensures that individuals who require interpretation and/or translating services will be accommodated. The Hispanic population has reached the threshold of greater than 5% and, therefore, appropriate measures have been taken to serve this population. We employ two interpreters and utilize Fluent Language Solutions, Inc. as well as the use of a telephone service. All other interpreting needs are accommodated with this telephone service. Applicants are informed of this policy upon entering the agency and staff are appropriately trained. (A copy of the plan will be made available if necessary).

I. Conditions within the County

- Unemployment Rate June 2014: 6.2%
- Unemployed People June 2014: 2,460
- Families Living in Poverty June 2014: 10.87%
- Households receiving Medicaid June 2014: 9,665
- Households receiving FNS June 2014: 5493 (11,434 people)

Since Lincoln County's first Electing County plan was submitted many changes have occurred, some good, others not so good. We have watched unemployment rise and fall over the years, we have watched businesses close, and new ones take their place. Yet with all these changes there has been one constant...families still needing cash and employment assistance. With four out of five people cut from their unemployment checks, they are turning to family members, their community, and government programs in order to get by, still some will likely fall into poverty.

The WFFA program is more important today for some families than it has ever been. People are finding employment, unfortunately most jobs are part-time, only paying minimum wage. A single parent with two or more children cannot live on this alone. These working families do not receive full benefits, yet they are still able to receive partial cash assistance and employment services.

Today our Work First social workers are working mainly with single parents with multiple children, with multiple absent parents. Most times these absent parents are not supporting their children, many are incarcerated. Therefore these single parents are in need of educational opportunities and full-time employment that pays an affordable living wage. Many of our families are forced to live in a multi-generational house, with sleeping arrangements from beds to pallets on floors. This is not always ideal, but the only option besides homelessness.

Transportation is still insufficient in Lincoln County, thus still creating obstacles to employment. Lincoln County does have a type of public transportation, but it has very limited routes. There is no public transportation that runs 7 days a week that accommodates a working person. Until this is resolved in Lincoln County, it will continue to be nearly impossible for most of our Work First participants to get back and forth to their employment once it's obtained.

Current (June 2014) unemployment rate in Lincoln County is 6.2%. Compared to June 2013 when the unemployment rate was 9.0%, it would seem the economy is stronger. However our Work First Program tells a different story. The participants still struggle to find and maintain full-time employment that pays a livable wage. The Work First program is as viable today, and the future, as it has been in the past 15 years.

The projected outlook for Lincoln County's economy is, it's growing. But, this growth has not included full-time employment for most Work First participants. Recently a long time employer, Mohican Mills, was forced to close. Over 100 individuals lost their jobs. Few of these employees have found viable options elsewhere, full time employment with the same level of wages or benefits.

The current job growth in Lincoln County is mainly in warehouse positions that require heavy lifting and forklift certifications, the fast food industry, and retail. Few of those jobs offer full-time hours and if they do, they are not offering a living wage or benefits.

II. Planning Process

A. Planning Committee

The members of the local planning committee and the groups they represent are:

- Tony Simpson – DWS/ Career Center
- Nancy Riddick-McClelland – Vocational Rehabilitation
- Laurel Morrow – Gaston College
- Kara Brown – LEDA
- Shelton Moore – I-Care
- Bill Baker – Lincoln Ready to Work
- David Hollars – Centralina Workforce Development
- Nora McIntyre – Goodwill Job Connection
- Martha Lide- Asst. county Manager
- Julie Upton - F&C Medicaid Supervisor
- Lori Lester - FNS Supervisor
- Kenny Martin – Daycare Supervisor
- Tony Carpenter – Program Administrator
- Margaret Dollar – Director, Lincoln county Health Department
- Michelle Miller – Work First Social Worker
- Jessica Lambert – Work First Social Worker
- Amy Hanvey – Work First IMC
- Susan Brymer – Christian Ministry of Lincoln County

- Crystal Hoyle – DSS Board Chairperson
- Reverend J. V. Allen – Local Minister and DSS Board Member
- Many Heard - Lincoln County Citizen/Providence Missionary Church and former participant.

B. Public Comment

The WFFA partners and committee members were provided information regarding the plan throughout the process. For the greater community, copies were made available in the Public Library, The Citizens Center, and the Department of Social Services. Public comment was accepted for a two week period. An article was placed in the Lincoln-times News giving locations and instructions to notify DSS for any comments.

C. Planning Development

The planning process/development began with discussions among WFFA staff, the Director, and other staff members from DSS, including Family and Children's Medicaid, Child Support, Day Care Services, Food and Nutrition Services, Adult Services and Child Welfare.

In July and August, meetings were held with members from the planning committee. These members consisted of DSS Staff, local business leaders, DWS, Assistant County Manager, County Commissioners, DSS Board, Local Ministers, Vocational Rehabilitation, Goodwill/Job Connection, and other individuals, and agencies.

At these meetings, we discussed the Work First program of the past, and what the future might hold. We were reminded of our many successes and also failures. Together, the committee searched for new ideas and ways to improve our program and the success of our participants.

Througout the planning process, it remained clear if the agency is working alone, Work First cannot be successful. Therefore in order to maintain timely information, stay abreast of conditions in the county, take advantage of new programs and sevicees, and assist the WF population collaboration must continue.

Quarterly meetings with our Planning Committee will be scheduled. Our Committee goal will remain: ensure participants are aware of

and have access to any and all services and opportunities that will lead to future employment.

The Plan will be presented to the Board of Commissioners on September 15, 2014 for their final approval.

III. Goals and Performance Measures

A. Statewide Work First Goal

1. Meeting Federal Work Participation Rate for All Families

This will remain at 50% as required. This will be achieved by working with all work eligible individuals ensuring they are placed in federally countable components and work activities and will meet the required number of hours.

2. Meeting Federal Work Participation Rates for Two-Parent Families

This will remain at 90% as required. All two parent families will be active in employment services, as well as, meet the requirement of Federal countable hours.

B. County Performance Measures

1. Employment: Work First will assist all Work First participants in employment, work experience, and educational opportunities. Our goal is for 100% of Work First participants will become and remain self-sufficient.

2. Meeting Federal Participation Rates: 100% of Work First Participants will be placed in activities that will provide employment services, as well as meet the requirement of Federal countable hours.

All Family Participation Rate

Month/Year	Rate	Month/Year	Rate
7/13	80.00	1/14	40.00
8/13	33.33	2/14	50.00
9/13	57.14	3/14	33.33
10/13	33.33	4/14	50.00
11/13	80.00	5/14	00.00
12/13	60.00	6/14	50.00

3. Providing Employment Services: WFFA participants, both work eligible and child only cases, will be assigned an Employment Social Worker. The participant(s), in work eligible

cases, and the social worker will complete an individual/family assessment and develop a work/educational plan. The participant(s) will receive services and supports necessary to become job ready. The immediate goal is employment, the long term goal is self-sufficiency.

Our Work First Employment Social Workers will be trained in Trauma Based/Family Centered practices in order to recognize areas that may hinder employment. The more barriers we can identify and help eliminate, the greater the opportunities for achieving and sustaining self-sufficiency. The Employment Social Workers will, also, continue the practice of doing home visits on all Work First families. These visits, along with completion of the strengths assessments, helps identify barriers and needs, i.e. housing, family counseling, day care, community support programs, child advocacy, medical care, and services for elderly family members also residing in the home.

For Child Only cases, the family will receive support and services needed to provide for basic, educational, medical, and social needs. A home visit is completed every 6 months. Attention is paid to the welfare and safety of the children. Special attention is directed to their educational needs and success, leading to graduation. Encouragement and direction is given to secondary education.

4. **Staying Off Welfare:** We will maintain contact and track successes and failures once a participant is employed. We will provide services and support, as possible to ensure success and avoid failures. We will continue to work with the community and employers as a means of assisting the families before problems become too great and employment is lost. We will promote the importance of accepting this assistance before employment is lost and we will promote the worth of this service when employers to hire WFFA participants.
5. **Job Retention:** Work First participants will be monitored up to 6 months after leaving the program to determine job retention. Contacts will be made by telephone, home visits, and work site visits when permissible. Services will be provided to help ensure job retention. We will promote our job retention services to the employer.
6. **Benefit Diversion:** All able-bodied two-parent and single parent households will be assessed and offered Benefit Diversion if a short-term benefit will alleviate an immediate crisis. Previous

Work First history and employment history will be deciding factors in offering Benefit Diversion to a participant. If Benefit Diversion is not best, then regular WF benefits will be offered with full program participation and Employment Services.

Benefit Diversion, as well as all services and benefits, and full program participation will be offered to all applicants in a fair and equitable manner.

IV. Plans to Achieve the Outcome and Goals

A. Activities

1. **Employment:** Work and self-sufficiency are still the focus of Work First. Participants will be assessed, using the DSS-5298(Strengths & Needs), and Case & Characteristic Review, leading to a plan for short and long term goals, and the steps needed to reach these goals. Work First staff, and community partners, including, but not limited to Goodwill Job Connection, Gaston College, ESC, Vocational Rehabilitation and other area businesses will work together to provide the services needed for success in achieving the employment goal. If it is deemed from assessments that participant is not prepared for employment and the workplace, work experience, job readiness classes, and GED programs will be provided.
2. **Meeting Federal Participation Rate:** By using a combination of components/ activities: more work experience sites, increased individualized supports, trainings, increased cooperation with community partners, and by utilizing our Employability Lab for increased opportunities, Lincoln County plans to meet the participation rate. Work First participants will have an initial assessment completed by a Work First social worker during their first visit. The social worker will open a dialogue about the Work First program and the expectations of both the participant and Work First program. From this dialogue the participant and social worker will establish a plan of action for job readiness and/or employment. Participants will be placed in components that meet countable hours in the Federal Participation Rate. We hope to increase the opportunity of useful hours.
3. **Providing Employment Services:** (Activity 3 overlaps with 2 above). From the initial assessment the social worker will identify the strengths and needs of the participants. The needs will be addressed in order to overcome/eliminate any barriers that may be prohibiting employment. To increase job readiness, we will

refer the participant to Job Connection/Goodwill classes. These classes include, but are not limited to, vocational assessments, resume writing, interviewing skills, and the Career Readiness Certifications. Vocational Rehabilitation offers psychological evaluations. Job Connection/Goodwill has been a constant positive influence on our Work First program and our Work First clients. The linking of our Work First participants with the programs offered by Job Connection/Goodwill is a win-win situation for all involved. Positive outcomes, including employment are the common factor with our programs.

Our on-site Employability Lab will offer participants the ability to Job Search on-line, write, build and print resumes, work one-on-one with their Work First social worker on basic computer skills, interviewing skills, and career counseling.

4. **Staying off Welfare/Retention:** Work First will continue to offer support to establish help with continued employment and self-sufficiency to participants who have left the program due to employment. Individuals will be encouraged to maintain contact or re-connect with social workers if/when help is needed. Social workers will try to resolve any problems participants may encounter while employed. Work First will educate employers of the difficulties often faced by our participants, especially single parents, with a sick child, the lack of day care services or the lack of transportation. All efforts to bring understanding to both participants and employers will help in the retention of jobs.

Work First in conjunction with the Job Connection/Goodwill will offer financial counseling to all current and previous Work First participants. The desire is to help all individuals learn to manage their money, learn to save, take advantage of banking/financial/credit opportunities, in order to become and remain self-sufficient, without the need to return to WFFA.

100% of participants will be monitored at three and six month intervals after leaving the program for employment. We will offer support services, measure the success of their employment, and the well-being of the entire family.

5. **Benefit Diversion:** All able-bodied two parent households, as well as single parent households, will be assessed for Benefit Diversion if they are eligible for WFFA. A thorough assessment of their present situation and their readiness for employment will be completed before offering Benefit Diversion. Assistance other than financial, i.e. budgeting, banking education, medical needs,

and housing will be provided. Diversion of 1-3 months, depending on the circumstances and starting date of employment will be approved. Benefit Diversion will only be approved to meet a specific family crisis or episode of need and not for ongoing recurrent needs.

B. Supportive Services

Supportive Services will be offered to enable individuals to full participate in the activities listed above. These services will be offered by DSS: Work First, Daycare, Food and Nutrition, Medicaid, Child Support, Child Welfare, Transportation of Lincoln County, Goodwill Job Connection, DWS, Vocational Rehabilitation, Mental Health and other various agencies.

V. Administration

A. Authority

The Lincoln County Board of Commissioners authorized responsibility to the local Department of Social Services for the administration of the Work First Program.

B. Organization

1. In-Take:

- a. Participants will see receptionist to make first available appointment with a Work First Employment Social Worker. If participant is not currently receiving Medicaid, they will be advised to apply for Medicaid prior to making their appointment with Work First Employment Services.
- b. Participants will meet with Work First Employment SW to discuss the program, complete an assessment, and develop a Mutual Responsibility Agreement. Once this is completed, participant(s) will be seen by the Work First IMC to complete an application. This is all completed in the same day office visit in order to preserve the date of application for Work First.
- c. After participants complete the WF application, they will meet with a Child Support agent at the next available time.
- d. The Work First Employment SW will conduct home visit after the application is made.

2. **Emergency Assistance:** Applications are taken at the Department of Social Services by any eligibility caseworker or social worker aware of a need. Eligibility criteria will remain unchanged at 200% of poverty level. Budget will remain as long as funding allows. Emergency Assistance cannot be used to cover medical care. Maximum annual benefits will not exceed \$300.00.
3. **Formal Assessments:** Assessments are conducted by Work First Employment Social Worker in collaboration with the Goodwill Job Connection, Vocational Rehabilitation, and other partners, as needed.
4. **Employment Services:** Work First Employment Services has developed partnerships with the Goodwill Job Connection, DWS and area businesses to increase participant employability.
5. **Other Supportive Services:** Work First Employment Social Workers and Work First IMC will provide assessments, social work services and support, eligibility services, and other services as needed. Some examples of supportive services that will be provided are: childcare, transportation, participation expenses (mileage reimbursement, car repair, uniforms, work clothes, etc.), child support, and food and nutrition. **Allocated amount for Participation Assistance is \$6,500 + additional funds as available .**
6. **Eligibility Determination:** To be determined by Work First Unit as indicated in Section B1 while utilizing all Federal, State, and Local policies and procedures for eligibility determinations. The Lincoln County employment services and eligibility functions will remain independent of each other in providing these services to participants.

C. Child Care

WFFA applicants will be referred to the Child Day Care Unit for consideration of subsidy funds. Over the past several years, the availability of funds was not a problem. We were under spending and had not considered a waiting list. However, this has changed and as funding has decreased and demand has increased. We now have a waiting list while at the same time we do not have WFFA dollars to support this need. While we will assist applicants as possible, we will continue with our priority order listed below. **Work First applicants will**

be exempt from work requirements until daycare can be provided. The Work First Social Workers will meet bi-weekly with these participants to update any changes in their situations.

The waitlist for day care subsidy is listed below. As indicated, Work First remains third in priority. These funds are monitored closely to ensure participants are afforded day care as soon as possible, understanding this will be the difference in parents being able to work. MOE funds will be made available for day care services when possible.

1. Child Protective services
2. Foster Care
3. Work First
4. Employed parents
5. Training and education parents
6. Child with developmental needs

D. Transportation

The lack of public transportation has long been an issue in Lincoln County, even with a recently developed route/on-demand service in the city of Lincoln. While this does not resolve all problems, second and third shift employment, early hours for first shift, and day care transportation, this is an improvement. We will support and encourage TLC (Transportation Lincoln County) ridership by way of vouchers. **Allocated amount is \$1,500 + additional funds as available.**

Participation funds will be used to support ride sharing as well as funding car repairs, car insurance, etc.

E. Substance Abuse and other Services

We have continued to work closely our LME, and the private providers to ensure families receive appropriate assessments and services. Our WFFA staff meet/talk regularly with providers regarding services to participants with substance abuse needs. A copy of our Memorandum of Agreement with our LME is included. We will follow directives from Dear County Director Letter EFS-WF-13-2012 for the Statewide MOA with Vocational Rehabilitation.

F. Family Violence Option

When a family presents to the department with a family violence concern, we will take immediate action to assist. An assessment will be completed to evaluate the participant's situation and to determine the extent to which the violence is an impediment to self-sufficiency. The assessment must be administered in a private and confidential setting. No partners may be in attendance at the assessment. The assessment evaluates the participant's ability to work or participate in required Work First activities, the extent and volatility of the situation, the barriers to self-sufficiency and the needed services. A waiver is available to a participant who is unable to comply with Work First requirements due to the problem of family violence. A waiver may be granted once a full assessment is completed by a family violence professional. If a waiver is deemed necessary, the county will follow Work First manual section 104D and all steps will be taken to protect the participant and child (ren). We will refer victims of family violence to Amy's House (local domestic violence shelter), Pathways LME Intake Hotline, and other community resources and services. The assistance of Child Welfare Services will be requested as needed to assess the safety of the participant children affected by family violence. A waiver is granted for a participant who is unable to comply with Work First requirements due to the problem of family violence.

G. Maintenance of Effort (MOE)

Maintenance of Effort will remain at the present level and will continue to support services to Work First families and agency employment social work and income maintenance staff. Services to families might include, but are not limited to: emergency assistance, child and family enrichment, supportive services such as transportation assistance, child care, uniforms, tools, etc.

H. Child Welfare Services

A collaborative effort will be made between Children's Services and the Work First unit. We will share information to make the best decision with our families thus ensuring self-sufficiency and safety for all who participate with both programs.

CPS Intake checks EIS system for WFFA participation when a case is accepted for assessment, in-home services, or foster care. Work First will utilize the 5027 system to determine involvement with Children's Services at the Employment Assessment. They will contact CPS Intake as needed for this function.

Contact between workers for each unit is initiated when participation with both the CPS and Work First unit is established to determine the best course of action to prevent unattainable goals and unnecessary restrictions.

The safety assessments, risk assessments, and MRA will be shared.

The amount of our Work First Block Grant earmarked for our Child Welfare Services is estimated at \$740,200. If available, funds are transferred from our Cash Savings to help fund the remaining dollars needed for our Child Welfare staff.

VI. Emergency Assistance

We have, with great regret, reduced the funds dedicated for emergency services. We will use funds as available to assist families as needed.

We have maintained four budget line items within the Emergency Services program:

- Emergency Assistance - \$5,130 + additional funds as available
- Child Family Enrichment - \$6,000 + additional funds as available
- Travel Assistance - \$1,500 + additional funds as available
- Participation Assistance - \$6,500 + additional funds as available

Eligibility for Emergency Assistance remains at 200% of poverty, and funds are available to assist families in crisis, working parents to remain employed or become employed, and/or assist and support their children to remain in the home, remain in school, or with special needs. EA will not be used for medical care.

The county's procedure for determining eligibility will remain the same as the State's eligibility policy.

- Maximum \$300.00 (annually) given for circumstances that meet the criteria.
- Gross income at or below 200% of poverty.
- Income to be verified.
- Emergency to be verified and resolved with assistance
- Resource limit is the same as with Work First.

At the time of Emergency Assistance, application worker will obtain copy of all bills and indebtedness. If all \$300.00 is not needed to alleviate the immediate emergency, the family situation will be carefully assessed. Remaining funds will be used to prevent further financial crisis or to meet immediate needs of the children.

Families who experience a financial emergency may be eligible for assistance. . Examples of such needs include, but not limited to, rent, utilities, and deposits, such as electricity, gas, and water. These funds are not used for heating or cooling emergencies. Emergency Assistance cannot be used for medical care. Maximum annual benefits will not exceed \$300.00.

Families that meet the following criteria may be eligible for EA:

- The family must have a child who lives with a relative as defined for Work First Assistance and who meets the age limit for WF cash assistance.
- Total family income must be at or below 200% poverty level. (income to be verified)
- Family members must meet the same citizenship requirements as WF cash assistance
- Benefits must be used to eliminate the emergency.

VII. Services to Low Income Families (under 200% of poverty)

We will provide services to our families at or below 200% of the Federal Poverty level. We intend to provide Work First Block Grant funds for any services that help families alleviate emergencies, support self-sufficiency, and provide for the needs of the children. Eligibility criteria will be the same as for Emergency Assistance.

Any services that would be provided to Work First participants will be provided for any families at or below 200% of poverty level as well as any preventive services provided by the Child Protective Services units. Current Work First participant receiving checks are not eligible for 200% services.

Services offered include services and activities that enhance parents' and children's ability to become self-sufficient, properly care for children, and enhance school performance and behavior, self-esteem and leadership skills, and family relationships. Examples of such services include, but are not limited to, after-school mentoring and tutoring, parenting skills, summer enrichment programs and family counseling services.

We will, also, continue to serve the children of child-only cases with all available resources.

As stated in Emergency Assistance, Section VI, we have maintained four budget line items within the Emergency Services program:

- Emergency Assistance - \$5,130 + additional funds as available
- Child Family Enrichment - \$6,000 + additional funds as available
- Travel Assistance - \$1,500 + additional funds as available
- Participation Assistance - \$6,500 + additional funds as available

VIII. Services to Non-Custodial Parents

We provide services to non-custodial parents using WFFA Block Grant funds. Services, including employment and support, are provided upon request and/or referred by the Child Support unit as non-complying with court orders.

IX. Exemption from the Work Requirement

- Medical Exemption - verified and documented by a physician, or other medical provider. Re-evaluations will be requested as necessary. Assistance will be provided to complete SSA disability applications.
- New Birth Exemption - 3 month exemption from the work requirements.
- No available childcare slots and/or childcare funds. If no funds are available, the participant will be placed on the waiting list and contacted as soon as possible.

During the 3 month exemption, Work First participants will be seen monthly by an Employment Social Worker. The Employment Social Worker assesses the family for any needs or barriers they may have to employment and works to eliminate them before the exemption period ends. Within the last two weeks of exemption and prior to the end of the 3 month exemption, the Social Worker and Work First participant(s) will meet and discuss employment requirements and daycare options. A new Mutual Responsibility Agreement will be developed and signed by Work First Social Worker and Work First participants.

Optional Plan Elements

X. Innovative County Strategies

1. Employment Strategies

It has been apparent for several years that the Work First Family Assistance program is outdated, if not obsolete. For 16 years, the cash assistance has remained the same. We have always known that families could not survive on \$297.00, but that remained an

expectation. So they came to us for more than the check. They, also, needed support and other types of assistance.

So we looked for other ways to subsidize the cash assistance, emergency assistance, transportation, child care, while we provided the other supportive/educational services.

But with dwindling funds, our success has faltered. And if we are not successful in our ongoing program, what are we doing and why are we doing it? And why don't we do something different?

Given the present conditions in the county, the needs of our families today, and the available funding, we offer the following Work First Family Assistance plan for 2015.

When families present to the agency, an immediate assessment will be initiated to determine:

1. Job readiness, work history, and efforts to locate employment
Or
2. Services and supports needed to become job ready
And
3. Any special circumstances in the family that will require additional/special attention.

With this assessment completed, we will refer to:

- A. Subsidized Employment Services
Or
- B. Employment Services and Supports.

A. Subsidized Employment:

An agreement with temporary employment agencies to locate jobs for our Work First Family Assistance recipients.

Staff will, also, foster relationships with these employers and will agree to provide support and services to help ensure success.

The Subsidized Employment will:

- Enter into an agreement to subsidize the salary of Work First Family Assistance employees at the rate of \$5.00 per hour.
- The employer will agree to a wage of \$10.00 per hour.

- The Department will continue to subsidize the wages for 3 months and a maximum of 6 months with unusual circumstances.
- The employer agrees to continue the employment at the end of the 3 (6) months if the employee has met all conditions of employment.

During the employment process and with cooperation and desire for employment, we will release the first check as a means to support the family until the first payroll check is received. Other types of support will include a gift card to afford or purchase transportation, assistance with the purchase of job related items, i.e. uniforms or other appropriate clothing, safety equipment, etc. Special circumstances of the children or members of the household will, also, be considered.

B. Employment Services and Supports:

When it is determined that a parent(s) is not ready to find and maintain employment, we will assist the parents as needed to overcome situations/issues.

Services will include, but will not be limited to:

- GED completion with six months of WFFA cash assistance.
- Training Opportunities
- Mental Health services, including Intensive Home Services (in conjunction with the support of our social work staff.
- Housing assistance.
- Services and supports for the children including educational needs.
- Day care assistance while preparing for employment.

We, also, plan to develop an “intern’ program working with local employers. We will support our parents while they are working as interns in various businesses, thus gaining job experience and training.

2. Child Only Cases

In Lincoln County, we will continue to provide services to these families as we complete an assessment of circumstances and appropriateness of the child placement, to include but not limited to **immediate home visits and interviews with all adults and child(ren)**. These visits

will continue at least annually with contacts at least every 6 months. Safety assessments and permanency plans will be completed along with an assessment of the physical needs of the child/family (furniture, clothing, school needs, and any services for grandparents including counseling needs, legal issues, medical/mental issues and other needs as seen necessary).

Often the custodian has taken children who would otherwise be in foster care. Since the relative caretaker was not expecting to be given these children, we do not want them to become a financial strain or burden. We will continue to assist these families with monetary support as well as other services deemed necessary. Our child only cases and their needs are as important to us as any regular Work First case.

XI. Special Issues

The unemployment rate in Lincoln County continues to have an adverse effect on our Work First Program. In spite of the rate dropping to 6.2%, our families still find locating a job to be difficult. Many have been unemployed for months to years and others have never developed a work history. Available jobs are not necessarily available to our WFFA recipients. Special assistance and help is still necessary if these families are ever to be successfully employed.

In June 2014, 5,493 households received Food and Nutrition Services, 9,665 families (cases) received Medicaid, 2,806 families received Child Support services, 584 children received day care subsidy assistance, 85 reports were accepted for assessment/investigation of neglect/abuse services, 51 families received CPS case management services, and 83 children were in foster care.

XII. Eligibility Criteria

- 1. Definition of Relationships:** Same as the State definition of family relationships.
- 2. Who Can Apply/ Be Included in the Payment:** Same as the State policy.
- 3. Payment Levels:** Same as State policy.
- 4. Countable Income:** Same as State policy

5. **Sanctions:** Same as State policy.
 6. **Resource Requirements:** Same as State policy
 7. **Time Limits and Extensions:** Same as State Policy.
 8. **Exemptions and Exceptions to Requirements:** Same as State policy.
 9. **Benefit Diversion Requirements:** Able-bodied single parent and two-parent households being considered for Benefit Diversion must have employment (35 hours per wk.) beginning within 2 weeks of WF application. Benefit Diversion will be approved for 1-3 months depending on circumstances and assessment of needs.
 10. **Reward Incentives:** None
 11. **Child Support:** All applicants seeking cash assistance for children with an absent parent are referred to Child Support immediately after signing an application for Work First. This will preserve the application date. Non-cooperation with Child Support will not impact the application process. It will, however, prevent them from receiving Work First cash assistance except in those special situations noted in policy..
- XIII. Community Service:** Lincoln County chooses not to require Work First participants to do Community Service. Instead, we offer Work Experience after 2 months of participating in Employment Services without obtaining gainful employment.

XIV. Appeals Process

We will continue the process in place as we continue to feel it is appropriate. The emphasis remains on the efforts to assist our families in understanding the process, listening very carefully to their information and affording them the opportunity to be heard.

Introduction

In accordance with the Lincoln County Department of Social Services Work First Family Assistance Plan, **and G.S.108-A 79** the following appeals process has been developed. The process will occur on two levels, the first within the agency and the second by a hearing board as appointed by the County Commissioners.

First Level

The First Level of the appeals process occurs within the Department and will occur in two stages.

A. First Stage

The first stage consists of an informal conference between the client, the caseworker, and unit supervisor. The conference will be offered to any WFFA client who voices dissatisfaction with a decision. The conference will be scheduled within 48 hours, or as the client requests. The conference will allow for more in-depth discussion of the decision with review by the supervisor.

If the supervisor finds an agency error or if the client provides additional information that changes a decision, the changes will be made by the caseworker.

If the decision stands and the client is still dissatisfied, the client will be offered access to a Stage 2 hearing.

B. Second Stage

Following the informal conference, the client will be provided information regarding the Second Stage appeals process. The client may file, within 60 days, a written request for a hearing. This hearing will be scheduled within 5 days. The hearing, a formal process, will involve an impartial local hearings officer, an impartial income maintenance supervisor or designee, and the agency Director or designee, but always three individuals. These individuals will be known as the Agency Hearing Board.

The hearing will be conducted by the rules of the Handbook On Public Assistance Appeals For County Departments of Social Services. The client will be given 60 days to notify caseworker that an appeal is requested. Following receipt of this request, the hearing will be scheduled within 5 days or at the client's earliest convenience. The Agency Hearing Board's decision will be sent to the client by certified mail, within 5 days.

Second Level

If the Agency Hearing Board upholds the department's decision and the client remains dissatisfied, information will be provided regarding the second level appeals process.

Upon receipt of the Agency Hearing Board's decision, the client will have 15 days to file an appeal. The second level evidentiary hearing will be conducted by a hearing board outside the scope of the Department of Social Services. This impartial board will be established, appointed, and directed by the Board of County Commissioners.

Beyond the first and second levels of appeal, the client may then seek judicial review.

XV. Review Prior To Exemption of Time Limits

Lincoln County will follow standard procedures to ensure that all Work First cases are evaluated at the appropriate times, and that all time clocks are correct. Adjustments to time clocks will be made when necessary. Work First families will be informed in writing about all the public assistance benefits and services, including Medicaid, after their eligibility for cash assistance expires. Also, understanding the difficulties finding employment, we will carefully examine every case to ensure all families are given the needed resources and support in order to maintain family stability.

XVI. Funding Requirements

While we have maintained our county share and county responsibility, State and Federal dollars have continued to decline. We understand that caseloads have declined but would argue that the services, programs, and support for the most troubled families and now many others, given the present economic situation, should not decline! We wish to and intend to continue services while increasing our efforts to provide a quality program, meet participant rates, and remain family centered. Therefore we need all supports to do so. Please note that we have seen increases in our caseload and demands on our staff. As an Electing County, we are currently budgeting 90% of our Maintenance of Effort. We will meet the budgetary needs of the WFFA program. All savings and Federal dollars will continue to be used as needed to support staffing in Children's Services and other Work First services. At a time when families are most in need, funds are not available to extend support and assistance. Therefore, we must make changes in the program as possible to make the funds count.

Current and Requested Budget

Work First Benefit Diversion	\$13,681
Work First Family Assistance (Cash)	\$289,119
* Work First Family Assistance (Subsidized Employment and Employment Services and Support)	\$97,200*
Work First/Children's Services	\$740,200
Maintenance of Effort Contribution	\$477,424
Total	\$1,617,624

*Additional funds will be used as available from other areas of our Work First Block Grant.

XVII. Certification

This is to certify that the Revised Lincoln County Work First Plan for 2016-2019 has been reviewed and approved by the County Board of Commissioners on

_____.

Signed:_____

**Carrol Mitchem, Chairperson
Lincoln County Board of County Commissioners**

MEMORANDUM OF AGREEMENT
LINCOLN COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
PARTNERS BEHAVIORAL HEALTH MANAGEMENT LME/MCO
AND
PHOENIX COUNSELING CENTER

This Memorandum of Agreement is entered into and by the Lincoln County Department of Social Services, hereinafter called the "Department", Partners Behavioral Health Management, hereinafter called the "Area Program/LME/MCO", and Phoenix Counseling Center, hereinafter called the "Provider".

INTENT:

The Work First/Child Protective Services/Substance Abuse (WF/CPS/SA) Initiative provides early identification of a substance abuse disorder(s) and/or a mental illness that will affect the WF/CPS consumer's ability to secure and maintain employment through screening (AUDIT, DAST-10 and Behavior Observation Checklist), assessment (SUDDS IV), and referral and case management services to the eligible populations as identified in Workfirst Change #04-2007 from Division of Social Services. This agreement establishes procedures surrounding the services of a Work First/Child Protective Services Qualified Professional in Substance Abuse (WF/CPS QPSA). Responsibilities of the provider include collaborating to ensure that barriers to receiving treatment are addressed and that the requirements of G.S. 108A-25.2 and G.S. 108A-29.1 (Appendix A) are adhered to, case consultation, follow-up, training with local Department staff and other activities approved by the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (MH/DD/SAS).

ELIGIBLE POPULATIONS TO BE SERVED:

- a. Work First applicants and recipients - **Priority**
- b. Class H or I Controlled Substance Felons applying for Work First assistance and/or food stamps - **Priority**
- c. Parent(s)/caretakers who have a substantiated or in need of services finding that involves substance abuse.
- **Secondary service group for priority**
- d. Non-custodial parents and/or families with income at or below 200% of federal poverty guidelines (The eligibility status of this population is based on inclusion of this population in the county Work First Plan)
- **Secondary service group for priority**

THE DEPARTMENT AGREES TO:

- Explain to the consumer the nature of the assessment and the services provided by the QPSA. Secure the signature on the approved Release of Confidential Information Form when the consumer consents to the referral. Explain the type of information to be disclosed and ensure that the consumer initials each category of information he/she is willing to have the QPSA disclose.
- Screen all initial Work First applicants for possible substance abuse or dependence and mental illness using the designated screening tools. This is accomplished through parent/caretaker cooperation and consent or, in the event that conditions pose serious issues for the child's safety, through the agency petitioning for court intervention. Refer appropriate Work First applicants to the QPSA using process developed by Provider and DSS for further substance abuse assessment/evaluation or a mental health assessment.
- Based on referral procedures for secondary priority service groups determined in the plan to be developed, consultation on priority cases (accompanied with the Release of Confidential Information Form) for any parents/caretakers of children who have been determined to be in need of child protective services to the QPSA within thirty (30) days after the case decision indicated that substance abuse contributed to the situation.

- Make the choice of mental health and substance abuse service providers from the list provided each year by Partners Behavioral Health Management.
- If possible, arrange for child care and transportation for children of consumers receiving substance abuse services.
- Provide background information (child protective services involvement, Family Strengths and Needs Assessment and Family Assessment, and the status of any services that may be recommended) about the case that will enable the QPSA to sufficiently conduct a substance abuse assessment or a mental health assessment and make recommendations.
- Collaborate with the QPSA to develop care coordination plans and to support the provision of care coordination and case management/case support services to access services recommended by the provider, when indicated.
- Include substance abuse treatment or mental health treatment recommendations in the Family Services Agreement.
- Inform the QPSA of actions or sanctions to be imposed when Work First recipients do not keep scheduled appointments.
- Decide on consequences to families for refusal to participate in the QPSA assessment which will vary depending on each family's individual situation.
- Notify Work First recipients as soon as possible when he/she has failed to comply with his/her care coordination plan.
- Inform and coordinate with QPSA when a Work First recipient is to be placed in a "protective pay" status.
- Designate a staff person to serve as liaison under this Memorandum of Agreement.
- Provide office space for QPSA.

THE PROVIDER AGREES TO:

- Complete all appointments scheduled by the Department for eligible consumers to have a substance abuse assessment or a mental health assessment by the QPSA. This includes performing a comprehensive clinical assessment that will also use SASSI (Substance Abuse Subtle Screening Inventory).
- Refer consumers for substance abuse treatment or mental illness treatment when the assessment indicates medical necessity criteria for substance abuse services or mental health services are met.
- Designate a staff person to serve as liaison under this Memorandum of Agreement.
- Provide substance abuse and mental health training to the WF/CPS staff by the QPSA.
- Complete monthly (using quarterly document) report for LME/MCO and Division.
- Meet Substance Abuse Prevention and Treatment Block Grant (SAPTBG) reporting and record requirements. Be available to produce records at any audits scheduled by the Division of MH/DD/SA.
- Deliver services for 20 hours per week. If QPSA is out sick or on vacation, appointments will be kept at the local office of the Provider.
- Inform the consumer about the method of payment for substance abuse treatment or mental health treatment in the event the consumer must bear any of the cost.
- Have QPSA provide care coordination and case management/case support services for the consumer receiving substance abuse services or mental health services including:
 - Participate in interagency staffing with the Department's staff and reporting to the Department's staff information that relates to the individual's treatment plan;
 - Provide outreach to engage families in treatment.

THE AREA PROGRAM/LME/MCO AGREES TO:

- Designate a staff person to serve as liaison under this Memorandum of Agreement.
- Provide oversight and monitoring of the provider.
- Act as liaison between Department and Provider and schedule meetings as necessary for plan development and monitoring of outcomes.

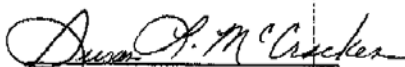
THE DEPARTMENT, AREA PROGRAM/LMEMCO, AND PROVIDER JOINTLY AGREE TO:


- Develop a plan for referral of Work First recipients, applicants, and Work First and Food Stamp applicants convicted of Class H or I substance abuse felony offenses to access substance abuse, mental health and developmental disabilities services. The plan should include service capacity levels for primary and secondary priority populations.
- Have designated liaisons from each agency meet on a quarterly basis to assess program outcomes and make needed adjustments as priority populations' change in numbers.
- Utilize the screening tools identified by DMH/DD/SAS and the SUDDS IV and AUDIT/DAST/Behavior Observation Checklist or DSM IV assessment tools. (QPSA may use additional screening tools when necessary to ensure accurate referrals to appropriate level of care.)
- Confer about treatment recommendations when the assessment results in a diagnosis of substance abuse or dependency or a mental illness.
- Provide ongoing collaboration and consultation regarding decision affecting substance abuse treatment outcomes or mental illness outcomes and/or child safety.
- Utilize the standardized consent form to facilitate confidentiality as provided by the State Division of Social Services. Appendix A has additional language that must be added to comply with 42CFR.
- Develop a reporting system of non-compliance by consumers.
- Support collection and provide data for outcomes and program evaluation.
- Develop a schedule for weekly availability of office hours for the QPSA.
- Abide by confidentiality regulations as set forth by State Division of Social Services or NC Division of MH/DD/SAS as well as Federal regulations.

TERMS OF THIS AGREEMENT:

The term of this Agreement shall commence on the first day of July 2014, and shall run through the thirtieth day of June 2015, and shall continue thereafter until such time as a new written agreement is negotiated between the parties. This Memorandum of Agreement may be amended or terminated upon mutual agreement of both parties, or terminated by either party upon thirty (30) days prior notice in writing to the other party.

Entered into as of this first day of July 2014


Director
Lincoln Department of Social Services


Chief Executive Officer
Partners Behavioral Health Management


Executive Director
Phoenix Counseling Center

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: 
Finance Director
Partners Behavioral Health Management

DATE: 7-8-14

**APPENDIX A - Excerpts from Part XII Welfare Reform Initiatives and Conforming Changes Subpart A.
Welfare Reform Initiatives**

G.S. 108A-29.1 Substance Abuse Treatment Required: Drug Testing for Work First Program Recipients

- (a) Each applicant or current recipient of Work First Program benefits determined by a clinician or by a physician certified by the American Society of Addiction Medicine (ASAM) to be addicted to alcohol or drugs and to be in need of professional substance abuse treatment services shall be required, as part of the person's MRA and as a condition to receiving Work First Program benefits, to participate satisfactorily in an individualized plan of treatment in an appropriate treatment program. As a mandatory program component of participation in an addiction treatment program, each applicant or current recipient shall be required to submit to an approved, reliable, and professionally administered regimen of testing for presence of alcohol or drugs, without advance notice, during and after participation, in accordance with the addiction treatment program's individualized plan of treatment, follow-up, and continuing care services for the applicant or current recipient.
- (b) An applicant or current recipient who fails to comply with any requirement imposed pursuant to this section shall not be eligible for benefits or shall be subject to the termination of benefits, but shall be considered to be receiving benefits for purposes of determining eligibility for medical assistance.
- (c) The children of any applicant or current recipient shall remain eligible for benefits, and these benefits shall be paid to a protective payee pursuant to G.S. 108A-38.
- (d) An applicant or current recipient shall not be regarded as failing to comply with the requirements of this section if an appropriate drug or alcohol treatment program is unavailable.
- (e) Area Program/LME/MCOs organized pursuant to Article 4 of Chapter 122C of the General Statutes or a designated private provider shall be responsible for administering the provisions of this Section.
- (f) The requirements of this section may be waived or modified as necessary in the case of individual applicants or recipients to the degree necessary to comply with Medicaid eligibility provisions.

G.S. 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 this State shall be eligible to participate in the Work First Program and food stamp program:

- (1) Six months after release from custody if no additional controlled substance felony offense is committed during that period and successful completion of or continuous active participation in a required substance abuse treatment program determined appropriate by the Area Program/LME/MCO or designated private provider; or
- (2) If not committed to custody, six months after the date of conviction if no additional controlled substance felony offense is committed during that period and successful completion of or continuous active participation in a required substance abuse treatment program determined appropriate by the Area Program/LME/MCO or designated private provider.

A county department of social services shall require individuals who are eligible for Work First Program assistance and food stamp benefits pursuant to this section to undergo substance abuse treatment as a condition for receiving Work First Program or food stamp benefits, if funds and programs are available and to the extent by federal law.

This Agreement is made effective the 1st day of July, 2014, by and between Lincoln County Department of Social Services and Phoenix Counseling, hereinafter referred to as "Covered Entity" and Partners Behavioral Health Management LME/MCO, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security & Privacy Rule (the Agreement evidencing such arrangement is entitled *MEMORANDUM OF AGREEMENT - Lincoln County Department of Social Services and Partners Behavioral Health Management LME/MCO and Phoenix Counseling Center- Provider* and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Security & Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security & Privacy Rule, but are nonetheless permitted by the HIPAA Security & Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mh/dd/sa or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

a. Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to

law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security & Privacy Rule), or the HIPAA Security & Privacy Rule, and (3) as would be permitted by the HIPAA Security & Privacy Rule if such use or disclosure were made by Covered Entity;

- (ii) add this statement to Release of Information forms signed by consumer:

Prohibition on Redisclosure (42 CFR Part 2 §2.32)

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making any further disclosure if this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is **NOT** sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

- (iii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of covered entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

- (iv) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information and agrees to implement reasonable and appropriate safeguards to protect any of such information which is electronic protected health information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

- (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

- (A) the disclosure is required by law; or

- (B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

- (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security & Privacy Rule.

- (e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to covered entity any security incident of which it becomes aware. For purpose of this Agreement Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security & Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security & Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security & Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security & Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum

requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security & Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security & Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY: DSS

By: *Doreen A. McCracken*

Title: *Director*

Date: *6-24-2014*

COVERED ENTITY: PROVIDER

By: *Ken P. O'Brien*

Title: *CEO*

Date: *6/20/14*

BUSINESS ASSOCIATE: LME/MCO

By: *William M. H.*

Title: *CEO*

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: *Susan Lachey*

Finance Director

Partners Behavioral Health Management

DATE: *7-8-14*

MUTUAL RESPONSIBILITY AGREEMENT - CORE REQUIREMENTS

I, the Work First applicant/participant, agree to the following REQUIREMENTS unless I have a good cause or am exempt. I agree to provide proof that I am meeting these requirements. If I need help providing proof, I will ask my Work First worker for assistance.

All Adult Applicants and Participants must initial all items below:

- ☐ I will contact my Work First worker if a change occurs in my situation within ten (10) days of knowing of the change.
- ☐ I will keep all scheduled Work First appointments.
- ☐ I will cooperate with Child Support Enforcement for all children who receive assistance.
- ☐ I will ensure that children who receive assistance get their immunizations and have regular health checkups.
- ☐ I will ensure that school-aged children and minor parents who receive assistance live at home and attend school according to school attendance policy.
- ☐ I will not access the cash assistance on my EBT card or use my cash assistance in any liquor store, gambling or gaming establishment or any establishment that provides adult oriented entertainment.
- ☐ I acknowledge if I do not meet the requirements listed on the MRA Core Requirements, my Work First payment will stop without further notice. This agreement serves as my notice of termination.

The County Department of Social Services agrees to:

- Coordinate services such as child care, transportation and other services as specified in your MRA Plan of Action;
- Coordinate services for family members, when needed, so you can follow through on the activities in your MRA Plan of Action;
- Make referrals to other community services and resources to help you become self-sufficient;
- Assist with housing needs and assist with money management;
- Provide assistance with educational resources and/or training as listed on your MRA Plan of Action and all reasonable accommodations;
- Provide Work First Family Assistance if eligible;
- Provide a copy of your MRA which describes all required activities and services to be provided;
- Update or change the MRA with you as needed.

I understand what is required of me. I also understand that my Work First Family Assistance benefits may be subject to time limits. I will not receive Work First Family Assistance if I fail to comply, with these requirements, unless I have good cause as described in North Carolina Work First Policy.

Work First Applicant/Participant Signature _____ Date _____

Work First Worker's Signature _____ Date _____

"In accordance with Federal law and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion or disability. To file a complaint of discrimination, contact HHS, Director, Office of Civil Rights, Room 506-F, 200 Independence Avenue, S.W., Washington, D.C. 20201 or call (202) 619-0403 (voice) or (202) 619-3257 (TTY). HHS is an equal opportunity provider and employer."

MUTUAL RESPONSIBILITY AGREEMENT PLAN OF ACTION REQUIREMENTS

Participant's Name: _____ County Case Number: _____

North Carolina's Work First Program is based on the philosophy that all people have the responsibility to their families and community to work and provide for their children. This Mutual Responsibility Agreement Plan of Action outlines the steps to be taken to become self-sufficient. This plan will be reviewed and may be changed as needed.

Participants are to initial all items

- ☐ I will contact my Work First worker immediately if a change occurs that prevents me from completing the activities described on the MRA Plan of Action.
- ☐ I will accept and keep any reasonable job offered to me. I will not quit a job, refuse an offer of employment or fail to follow up on job referrals without good cause.
- ☐ I will submit verification of all activities I complete each month by the fifth (5th) work day of the following month.
- ☐ I acknowledge if I do not meet the requirements listed on the MRA Plan of Action and Core Requirements, my Work First payment will stop and all family members will be evaluated for Medicaid. This agreement serves as my notice of termination.

Employment Goal: _____

Other Goals: _____

Number of months remaining on 24 month time clock _____ and 60 month time clock _____

Plan of Action: (Describe client and agency responsibility)

[illegible]

