

**FIRST MODIFICATION TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF DISABILITY SERVICES AND
THE DEPARTMENT OF BEHAVIORAL HEALTH**

This First Modification to the Memorandum of Understanding ("MOU") between the Department of Disability Services ("DDS") and the Department of Behavioral Health ("DBH") executed on February 27, 2014, for the provision of mental health services to dually diagnosed individuals within the DDS system of care, is entered effective October 1, 2014.

WHEREAS, the Parties entered into the MOU on February 27, 2014 with the intention of commencing services during FY 2014; and

WHEREAS, the provision of services did not begin in FY 2014 as contemplated, however, the MOU included two one-year options to renew the MOU for FY 2015 and FY 2015; and

WHEREAS, the Parties are now prepared to proceed under the terms and provisions of the MOU executed on February 27, 2014 with an amendment to the funding amount in the MOU:

NOW, THEREFORE, the Parties hereby agree as follows:

1. The option to renew the MOU for FY 2015, pursuant to Section VII, is hereby exercised effective October 1, 2014, extending the period of the MOU through September 30, 2015.
2. The costs for goods and services under this MOU, set forth in Section IX of the MOU, is amended to provide that the total costs for goods and services for FY 2015 under this First Modification to the MOU shall not exceed one hundred forty-three thousand seven hundred eighty-six dollars and sixty-nine cents (\$143,786.69). DDS will transfer this amount to DBH upon execution of this First Modification.
3. Payment for goods and services shall be made through an Intra-District advance by DDS to DBH based on the total amount of this First Modification, and advances to DBH, for services to be performed, shall not exceed the amount of the First Modification to the MOU. The amount of this MOU and this First Modification shall not exceed the actual costs for providing the services. DBH will relieve the advance and bill DDS only for those services actually provided pursuant to the MOU. Any remaining funds at the end of the fiscal year shall be transferred back to DDS within 30 days of the end of the fiscal year.
4. All provisions of the MOU, not amended or modified pursuant to this First Modification, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Modification to the MOU as follows:

DDS:



Laura L. Nuss
Director

10/30/14
Date

DBII:



Stephen T. Barton

10/29/14
Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
D.C. DEPARTMENT OF HUMAN RESOURCES
FOR FISCAL YEAR 2015**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department on Disability Services (“Buyer”) and the D.C. Department of Human Resources (“Seller”), collectively the “Parties.”

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide Buyer with suitability and compliance services for its employees who are subject to enhanced suitability screening. The objective of the suitability checks is to determine whether each specific employee is suitable for District employment, pursuant to Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (Act), effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*).

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree as follows:

RESPONSIBILITIES OF SELLER

1. Seller shall ensure that local and national enhanced suitability screenings, such as criminal background checks and mandatory drug and alcohol tests, are conducted in a manner consistent with prevailing District and Federal law for each of Buyer’s employees, applicants, or volunteers who are subject to enhanced suitability checks.
2. For each employee, applicant and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with Chapter 4 of the District Personnel Manual. Each suitability determination shall be provided to Buyer through an electronic means established by Seller.

RESPONSIBILITIES OF BUYER

1. The Buyer shall advance to Seller **\$3,998.00** for suitability and compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out its responsibilities under this MOU.
3. The Buyer agrees to conform to the provisions of the District Personnel Manual, promulgated in Chapter 4 and Chapter 39, as may be amended, and any related issuances.

IV. DURATION OF MOU

The period of this MOU shall be from **October 1, 2014**, through **September 30, 2015**, unless extended pursuant to Section XII or terminated in accordance with to Section X prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k), D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed **\$3,998.00** for Fiscal Year 2015. Funding for services shall not exceed the actual cost of the goods and services.
2. The estimated cost of this MOU is based on the projected service costs outlined in the following table. However, the below projections are only estimates and do not account for all suitability and compliance services under this MOU which may be provided. For example, the Seller may request weekend collection services sporadically. Resulting overtime fees would be charged to MOU.

Criminal Background Check Services

Services	Unit Cost	Quantity	Extended Cost
FBI Fingerprinting Fee	\$14.50	22	\$319.00
MPD Database Fee	\$13.50	22	\$297.00
Criminal Background Check Personnel Services	\$21.50	22	\$473.00
Agency Total Service Cost:			\$1,089.00

Drug and Alcohol Services

Services	Unit Cost	Quantity	Extended Cost
Pre-employment Checks	\$31.50	10	\$315.00
Random Drug Test	\$31.50	12	\$378.00
Random Alcohol Test	\$32.00	6	\$192.00
Reasonable Suspicion Test	\$175.00	2	\$350.00
Post-accident Testing	\$175.00	2	\$350.00
Follow-up Testing	\$31.50	12	\$378.00
Return to Duty Drug Test	\$31.50		\$0.00
Return to Duty Alcohol Test	\$32.00	0	\$0.00
Drug and Alcohol Personnel Services	\$21.50	44	\$946.00
Agency Total Service Cost:			\$2,909.00

3. In the event either party terminates this MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. Seller shall submit quarterly the reconciliations which shall include the amounts billed for that period. The invoices shall include: (1) list of services and their costs; and (2) labor costs including hourly rates for all laborers.
3. Advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU (**\$3,998.00**).
4. Seller shall receive the advance and bill Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. Seller shall return any excess advance to Buyer within thirty (30) days of the end of the current fiscal year.
5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer and other officials as may be specified by the District of Columbia.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies. Information received by either Party in the performance of responsibilities associated with this MOU shall remain the property of the Buyer.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other party.

XI. NOTICE

The following individuals are the contact points for each Party under this MOU:

André Easley, Compliance Manager
D.C. Department of Human Resources
441 4th ST NW STE 310S, Washington DC 20001
(202) 442-9631

Kehinde Asuelimen, Human Resources Specialist
D.C Department on Disability Services
1125 15th Street NW, Washington, DC 20005
(202) 730-1701

XII. MODIFICATIONS


The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated, and agree to be bound by the Comprehensive Merit Personnel Act, as implemented through the District Personnel Manual.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

D.C DEPARTMENT ON DISABILITY SERVICES



Laura L. Nuss
Director



Date

D.C. DEPARTMENT OF HUMAN RESOURCES



Shawn Y. Stokes
Director



Date

INTRA-DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

PART I
GENERAL

MOU NUMBER: _____ DATE OF MOU: 10/1/2014

BUYER INFORMATION

AGENCY: Department of Disability Services AGENCY CODE: JM0

NAME OF CONTACT: _____

ADDRESS : _____

TELEPHONE # : _____

FAX # : (____) _____

AUTHORIZING OFFICER _____ DATE: __/__/__

SELLER INFORMATION

AGENCY: _____ AGENCY CODE: BE0

NAME OF CONTACT: Dr. James Hurley - AF0

ADDRESS : 441 4th street, NW Suite 890 North

Washington, DC 20001

TELEPHONE # : (202) 727 - 3605

FAX # : _____

AUTHORIZING OFFICER James M. Hurley DATE: 10/16/14

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ **To conduct drug and alcohol testing & crimalnal background check**

\$ 3,998.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BE0	15		0700	JMBE5	45100	4600	4600		JMBE15 - 01
Buyer	JM0	15								

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller										
Buyer										

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT ON DISABILITY SERVICES

AND

THE DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2016

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Department on Disability Services (Buyer) and the Department of Human Resources (Seller), collectively known as the Parties.

II. PROGRAM GOALS AND OBJECTIVES

Seller will provide Buyer with suitability and compliance services for its candidates, employees and volunteers who are subject to enhanced suitability screening. The objective of the suitability checks is to determine whether each specific employee is suitable for District employment consistent with Title 6B, Chapter 4, of the District of Columbia Municipal Regulations (DCMR).

III. SCOPE OF SERVICES

In pursuit of the shared goals of the Parties to carry out the program goals and objectives expeditiously and economically, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER

1. Seller shall ensure that local and national enhanced suitability screenings, such as criminal background checks, are conducted in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees and volunteers who are subject to enhanced suitability screenings.
2. For each candidate, employee, and volunteer who undergoes enhanced suitability screenings, the Seller shall make a suitability determination in accordance with 6B DCMR § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. RESPONSIBILITIES OF THE BUYER

1. The Buyer shall advance to the Seller **\$18,660.00** for suitability and compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out its responsibilities under this MOU.
3. The Buyer agrees to be bound by the provisions contained in Title 6B, Chapter 4, of the DCMR. Moreover, the Buyer agrees that for purposes of that chapter, the Seller serves as the program administrator.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2015 through September 30, 2016, unless terminated in accordance with to Section XI prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

The authority for this agreement may be found at D.C. Official Code § 1-301.01(k). The agreement is entered into to carry out the provisions of 6B DCMR § 400 *et seq.*

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed **\$18,660.00** for Fiscal Year 2016. Funding for services shall not exceed the actual cost of the goods and services.
2. The estimated cost of this MOU is based upon the projected service costs outlined in the following table. The below projections are only estimates and do not account for all suitability and compliance services that may be provided under the agreement. For example, the Buyer may request weekend service collections which may result in overtime fees. However, the resulting service costs shall not exceed the maximum amount of this MOU, established in

subsection (A) (1).

3. In the event a party terminates this MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30th of the current fiscal year.

DDS	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Agency Population (430)	Safety	0	0	0	
	Protection	209	209	209	
	Security	217			217
	Volunteers	10	0		
	Summer Hires	0	0		
	Turnover	0.042	0.042	0.042	0.042
Projection	Applicants	60	45		15
	Recerts/Random	215	0	0	
	Total Positions	275	45	0	15
Service Cost	Unit Cost	\$28.00	\$40.00	\$30.00	\$10.00
	Personnel Cost	\$29.00	\$23.00	\$0.00	\$0.00
	Sub-Totals	\$57.00	\$63.00	\$30.00	\$10.00
\$18,660.00	Grand Total	\$15,675.00	\$2835.00	\$0.00	150.00

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. Seller shall submit quarterly reconciliations that shall include the amounts billed for that period. The invoices shall include: (1) a list of services and their costs; and (2) a list of labor costs including hourly rates for all laborers.
3. Advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. Seller shall receive the advance and bill Buyer through the Intra-District

process only for those goods and services actually provided pursuant to the terms of this MOU. Seller shall return any excess advance to Buyer within thirty (30) days of the end of the current fiscal year.

5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2012 Repl. And 2015 Supp.); (iii) D.C. Official Code § 47-105 (2012 Repl.); and (iv) D.C. Official Code § 1-204.46 (2014 Repl. And 2015 Supp.), as may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer and other officials as may be specified by the District of Columbia.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies. Information received by either Party in the performance of responsibilities associated with this MOU shall remain property of Buyer.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other party.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

Justin Zimmermann, Esq., Associate Director
Policy and Compliance Administration, DCHR
441 4th ST NW STE 310S, Washington DC 20001
(202) 727-1568

Erica Gross
Department on Disability Services
1125 15th Street, NW, Washington, DC 20005
(202) 730-1701

XIII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated, and agree to be bound by the Comprehensive Merit Personnel Act, as implemented through the District Personnel Manual.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

FOR THE DEPARTMENT ON DISABILITY SERVICES

Laura L. Nuss / LR

Laura L. Nuss,
Director

11/16/15

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson

Ventris C. Gibson,
Acting Director

10-20-15

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
Term: October 1, 2014– September 30, 2015**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department of Health Care Finance (“DHCF”), the seller agency (“Seller”), and the Department on Disability Services (“DDS”), Developmental Disabilities Administration (“DDA”), the buyer agency (“Buyer”), individually referred to as the “Party” or collectively referred to herein as the “Parties.” This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year (“FY”) to DHCF for payment of the local match to claim Federal Financial Participation (“FFP”) for the 1915(c) Home and Community-Based Services (“HCBS”) waiver program for persons with Intellectual and Developmental Disabilities (IDD) (referred to herein as the “IDD HCBS waiver”).

II. AUTHORITY

D.C. Law 17-109, the “Department of Health Care Finance Establishment Act of 2007,” effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the “Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978,” effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*); and 34 CFR § 303.523 and any other authority under the parties’ programs.

III. OVERVIEW OF THE PARTIES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C. § 1396). DHCF also administers the D.C. HealthCare Alliance program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by other District agencies, ensures that the Medicaid programs operated under Memoranda of Agreement or Memoranda of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services, and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective, and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative

services and supports to waiver participants with intellectual and developmental disabilities through its DDA. DDS/DDA accomplishes these objectives through the recruitment and oversight of qualified providers, delivery of service coordination services, prior authorization of services, and the on-going design and implementation of a comprehensive quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07 and 29 DCMR § 1900.3, 61 DCR 4407 (May 2, 2014).

IV. STATEMENT OF PURPOSE

For FY 2015, the budget for the local funding of the IDD HCBS waiver program was transferred from DHCF to DDS reflecting a policy decision by the Mayor to ensure transparency regarding the expenditure of funds to ensure that planning and oversight over the local portion of the IDD HCBS waiver would reside with DDS. The purpose of this MOU is to establish the terms and conditions under which DDS, to the extent it has funding available for this purpose, will transfer to DHCF funding identified by DDS as available in each fiscal year, beginning in FY 2015, for purposes of making payments for the local match to claim FFP for the IDD HCBS waiver program.

V. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DDS

DDS will identify to DHCF that portion of funding which DDS has available in each fiscal year, beginning in FY 2015, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in FY 2015 for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its Administrative Authority and Fiscal Accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

VI. DURATION OF MOU

- A. The funding period of this MOU shall be from October 1, 2014, through September 30, 2015, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of two (2), one-year option periods for IDD HCBS waiver years 4 (FY 2016) and 5 (FY 2017). Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VII. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VIII. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. Total cost for goods and services under this MOU shall not exceed \$57,909,184.12 for FY 2015. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver expenditures contained in the DHCF paid claims data system.
- 2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

- 1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
- 2. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
- 3. Seller will relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.
- 4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IX. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than six (6) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

XII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

XIII. NOTICE

The following individuals are the contact points for the respective parties under this MOU:

Claudia Schlosberg, J.D.
Acting Senior Deputy Director/Interim Medicaid Director
Department of Health Care Finance
441 Fourth Street, N.W., 9th Floor
Washington, D.C. 20001
Email: claudia.schlosberg@dc.gov
Telephone: (202) 442-9075

Laura L. Nuss
Director
Department on Disability Services
1125 Fifteenth Street, N.W., 9th Floor
Washington, D.C. 20005
Email: laura.nuss@dc.gov
Telephone: (202) 730-1607

XIV. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XV. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (*e.g.*, contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of D.C. Law 18-371, the "Procurement Practices Reform Act of 2010," effective April 8, 2011, to procure the goods or services of the agent or third party.

XVI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF HEALTH CARE FINANCE

Wayne Turhage
Wayne Turhage
Director

Date: 1-26-15

DEPARTMENT ON DISABILITY SERVICES

Laura L. Nuss
Laura L. Nuss
Director

Date: 11/18/14

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department on Disability Services – Rehabilitation Services Administration (“DDS/RSA”) and the District of Columbia Public Charter School Board (“PCSB”), collectively referred to herein as “the Parties,” for the purpose of facilitating provision of transition services to students who attend DC Public Charter Schools. Secondary Transition Services are defined in the Individuals with Disabilities Education Act 20 U.S.C. § 1400 *et seq.* (IDEA) as a coordinated set of activities designed to facilitate a student’s movement from school to post-school activities and are based on the student’s needs, strengths, preferences and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation. 20 U.S.C. § 1401(34).

The Workforce Innovation and Opportunity Act, Pub. L. 113-128, enacted in July, 2014 further expanded the responsibility of DDS/RSA for the provision of transition services to include the provision of Pre-Employment Transition Services (“PETS”) to students with disabilities, which includes any student with an IEP or eligible for a 504 Plan. PETS includes the provision of the following direct services by DDS/RSA to students with disabilities:

- Job exploration counseling;
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible;
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
- Workplace readiness training to develop social skills and independent living skills; and
- Instruction in self-advocacy.

In addition to these direct services, DDS/RSA is able to fund the following activities in order to improve the transition of students with disabilities from school to postsecondary education or employment:

- Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities;
- Coordinating activities with transition services provided by local education agencies under IDEA;
- Developing model transition demonstration projects; and
- Establishing or supporting partnerships involving the local education agencies, DDS/RSA, and DDS/Developmental Disabilities Administration (DDS/DDA) to achieve the goals of improved transition outcomes.

In addition to the Pre-Employment Transition Services identified above, DDS/RSA provides services to eligible students including, but not limited to:

- Technical assistance to schools and students to address the academic and vocational preparation requirements for postsecondary employment.
- Eligibility determination for vocational rehabilitation services.
- Career/vocational guidance and counseling.
- Vocational, medical, and psychological assessments, as appropriate.
- Assistive technology evaluation and provision of devices needed for training and employment.
- Vocational/postsecondary training and job placement services.
- Collaboration in the development of the student's transition plan as part of his or her IEP.
- Facilitation of the development of the student's Individualized Plan for Employment.

PCSB has an interest in working with DDS/RSA to collaboratively provide transition services to all eligible students attending DC Public Charter Schools who serve secondary transition aged students. This involves facilitating the connection of transition-age students with IEPs and 504 Plans to the services provided by DDS/RSA. PCSB has existing relationships with each DC Public Charter School and is well positioned to engage each of the charter schools in collaboration with DDS/RSA in order to improve the coordination of transition services for students with disabilities, either directly or through a contractor.

II. SCOPE OF SERVICES

A. Responsibilities of the Department on Disability Services/Rehabilitation Services Administration.

1. DDS/RSA will transfer \$47,800 for fiscal year 2015 to PCSB to allow it to contract with a community based agency with established relationships

with existing DC Public Charter Schools to provide transition coordination services, training and support to staff, students and families in DC Public Charter Schools (the “Agency”).

2. Pursuant to Pub. L. 113-128, DDS/RSA is responsible for providing diagnosis, vocational counseling, and job placement to eligible students with disabilities at no cost to the student or the school the student attends.
3. A DDS/RSA Vocational Rehabilitation Specialist (“VR Specialist”), in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:
 - a. A determination by qualified personnel that the person has a physical or mental impairment;
 - b. A determination by qualified personnel that the impairment constitutes or results in a substantial impediment to employment for the person;
 - c. A determination by a qualified DDS/RSA VR Specialist that the person requires vocational rehabilitation services to prepare for, secure, retain, or regain employment consistent with his or her unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice; and
 - d. A presumption that the person can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
4. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 C.F.R. § 361.48, State Vocational Rehabilitation Services Program:
 - a. Complete evaluation, including medical diagnosis, to determine the nature and degree of disability and to help assess the individual's work capabilities;
 - b. Counseling and guidance, including personal adjustment counseling, to maintain a counseling relationship throughout a program of services, and referral necessary to help individuals with disabilities secure needed services from other agencies when such services are not available under the Rehabilitation Act of 1973, as amended;
 - c. Physical and mental restoration services, to the extent that financial support is not readily available from a source other than rehabilitation services (such as through health insurance or a comparable service or benefit);
 - d. Transition Services as defined in 34 C.F.R. § 361.5(b)(55) – “a coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing

and adult education, adult services, independent living, or community participation. The coordinated set of activities must be based upon the individual student's needs, taking into account the student's preferences and interests, and must include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services must promote or facilitate the achievement of the employment outcome identified in the student's individualized plan for employment."

- e. Pre-Employment Transition Services – as defined in Section I.
- f. Vocational and other training services including: vocational, prevocational, personal and vocational adjustment, books, tools and other training materials, and support for pursuing postsecondary education;
- g. Maintenance, defined as "monetary support provided to an individual for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual and that are necessitated by the individual's participation in an assessment for determining eligibility," which shall not exceed the estimated cost of subsistence during rehabilitation;
- h. Transportation, in connection with the rendering of any vocational rehabilitation services;
- i. Services to members of the eligible individual's family when such services are necessary to the adjustment or rehabilitation of the individual with disabilities;
- j. Interpreter services for the deaf or hard of hearing;
- k. Telecommunications, sensory and other technological aids and devices;
- l. Recruitment and training services to provide new employment opportunities in the fields of rehabilitation, health, welfare, public agency, law enforcement, and other appropriate public service employment;
- m. Placement in suitable employment;
- n. Post-employment services necessary to assist individuals with disabilities to maintain their employment;
- o. Occupational licenses, tools, equipment, initial stocks (including livestock) and supplies;
- p. Other goods and services which may reasonably be expected to benefit an individual with disabilities in terms of employability.

These services may require cost participation by the student or the student's family, but would not require any financial support from the student's school.

5. DDS/RSA will assign a staff person that will be responsible for providing information about DDS/RSA's services to staff of DC Public Charter Schools and potentially eligible students and their families, and for accepting application packets from the identified school personnel of DC Public Charter Schools.
6. DDS/RSA will identify a VR Specialist for each public charter school who will be responsible for determining eligibilities, developing Individualized Plans for Employment (IPEs), and coordinating the services for students at that assigned school.
7. DDS/RSA will accept, track, and document all referrals for transition services. Referrals will be entered into DDS/RSA's electronic case management system, "System 7." DDS/RSA will contact students or parents who submitted an application for transition services within five (5) business days of receipt of the referral to schedule an intake interview at the student's school. DDS/RSA will coordinate with identified staff at the public charter school to schedule intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with designated school staff to follow up with the student/parent.
8. DDS/RSA will facilitate access to transition opportunities during high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
9. DDS/RSA will begin working with all eligible students by the time they reach their junior year of high school, or the time they reach 16 years of age.
10. The onsite intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program ("VR Program") and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination, which will be completed within 60 days of receipt of a signed application. Within 90 days of determination of eligibility, DDS/RSA will develop an IPE, including but not limited to comprehensive and specialized assessment(s), counseling and guidance, career planning including career exploration, postsecondary training or education, job search, job placement assistance, and follow along, and referrals to other agencies, if deemed appropriate.
11. After a student has been determined eligible for Vocational Rehabilitation services ("VR Services"), the DDS/RSA VR Specialist, with the consent of the student or the parent or guardian, if the student is

under age 18, will participate with the student's IEP team in any review or revision to the student's Transition IEP.

12. A VR Specialist will be available at the public charter school on a regular basis to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for eligible and potentially eligible students, attend IEP meetings, meet with appropriate staff to discuss progress of eligible students in developing transition plans and progress toward achievement of goals identified in plans. The frequency of the VR Specialists' attendance at each school will depend on the typical number of Vocational Rehabilitation referrals received from each school. This frequency and schedule for VR Specialists' presence at the school will be discussed between the VR Specialist, his or her supervisor and school staff at each school.
13. DDS/RSA will provide funds to students or parents in compliance with federal and state laws, including provisions related to comparable benefits, as appropriate to provide comprehensive vocational rehabilitation services to eligible individuals with disabilities including transition services. Comprehensive services include all VR services that are appropriate under an IPE agreed to by an eligible individual and a qualified VR Specialist.

B. Responsibilities of PCSB

1. PCSB will provide through contract with the Agency, one Transition Coordinator, who will be responsible for providing the following services:
 - a. Work with DDS/RSA on establishing relationships with staff in each Public Charter School, in order to facilitate DDS/RSA's ability to provide transition services to students in Public Charter Schools.
 - b. Participate in Secondary Transition Community of Practice, facilitated by the Office of the State Superintendent of Education, including attending monthly meetings and participating in appropriate committees.
 - c. Attend quarterly Workforce Investment Council Public Meetings in order to remain abreast of Youth Services Programs supported by the DC Workforce System.
 - d. Coordinate with DDS/RSA in providing orientation and education to DC Public Charter School Staff regarding transition services,

- vocational rehabilitation services and the VR process for application, eligibility and provision of PETS and VR services.
- e. Coordinate with DDS/RSA and Public Charter School staff to provide outreach and information to students and their families regarding transition and VR services;
 - f. Provide education to DC Public Charter School staff responsible for transition services on at least a quarterly basis, on topics including writing and implementing transition plans, connecting to and coordinating services with community resources, transition and VR process.

C. JOINT RESPONSIBILITIES OF DDS/RSA AND PCSB

1. DDS/RSA Vocational Rehabilitation supervisory staff will meet monthly with the Contractor's Transition Coordinator to review the status of all referrals and progress of all pending Vocational Rehabilitation applications.
2. The monthly meeting will also be an opportunity for DDS/RSA and the Transition Coordinator to discuss any challenging program issues and to plan and coordinate services, e.g., plan for parent nights, plan joint program such as Project Search, work readiness training, self-advocacy training and opportunities for work experiences.
3. In the event of conflicts in referrals or provision of secondary transition services at Public Charter Schools, PCSB will ensure that the Contractor will assist DDS/RSA with working with the school to mediate any disputes.
4. The Parties will monitor the following data monthly (PCSB will do so via the Contractor), in order to assess the effectiveness and impact of these services on improving outcomes in transition services for students with disabilities:
 - a. % of all students and number of students at each Public Charter School with IEPs or 504 Plans who submit applications for VR services to DDS/RSA
 - b. % of students and number of students who submit applications who are determined eligible
 - c. % of students and number of students who are eligible for VR services who develop an Individualized Plan for Employment

III. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, Family Educational Rights and Privacy ("FERPA"), 29 D.C.M.R. § 118, and 34 C.F.R. §

361.38. Information received from any Public Charter School by DDS/RSA in the performance of responsibilities associated with the performance of this MOU shall remain the property of that school.

V. DURATION OF MOU AND TERMINATION

- A. **TERM.** This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2015, unless terminated in writing by the Parties prior to the expiration.
- B. **MOU EXTENSION.** Subject to the availability of funds, DDS/RSA and PCSB may extend the term of this MOU by exercising a maximum of four one-year option periods. DDS/RSA shall provide written notification of its intent to exercise an option period at least 30 days prior to the expiration of the MOU.

VI. AMENDMENT OR MODIFICATION OF THE TERMS AND CONDITIONS

Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are agreed upon by both Parties shall be incorporated in this MOU as written amendments signed by the Parties.

VII. AUTHORITY FOR THE MOU

DC Official Code § 1-301.01(k).

VIII. INTRA-DISTRICT FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for personnel expenses, goods, and services under this MOU shall not exceed \$47,800 for fiscal year 2015. The funding for goods and services shall not exceed actual cost(s), including labor, materials, and overhead.

B. PAYMENT

1. Payment for the personnel expenses, goods, and services shall be made through an Intra-District advance from DDS/RSA to PCSB based on the total amount of this MOU.
2. Advances to PCSB for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
3. PCSB will receive the advance and bill DDS/RSA through the Intra-District process only for those personnel expenses, goods, and services actually provided pursuant to the terms of this MOU. PCSB shall notify DDS/RSA

within thirty (30) days of the end of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. PCSB shall return any excess advance to DDS/RSA one month after the fiscal year end, by or October 30, 2015.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IX. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty calendar days advance written notice to the other Party.

X. DISPUTE RESOLUTION

The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer.

XI. NOTICES

The following individuals are the contact points for each Party under this MOU:

PCSB: Scott Pearson
Executive Director
District of Columbia Public Charter School
3333 14th Street, NW
Washington, DC 20010

DDS/RSA: Andrew Reese
Deputy Director, Department on Disability Services
1125 15th Street, NW
Washington, DC 20005
(202) 442-8663

XII. PROCUREMENT PRACTICES ACT


If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor or consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 2010 (D.C. Official Code § 2-351.01 et seq.) to procure the goods or services of the agent or third party.

XIII. MISCELLANEOUS

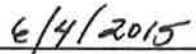
The parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS THEREOF, the Parties hereby execute this MOU on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:



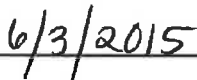
Laura L. Nuss, Director
Department on Disability Services



Date



Andrew Reese, Deputy Director
Rehabilitation Services Administration




Date

For the District of Columbia Public Charter School Board:



Scott Pearson, Executive Director



Date

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA OFFICE ON AGING**

This serves as an Addendum to the Memorandum of Understanding (“MOU”) between the District of Columbia Office on Aging (“DCOA” or “Seller”) and the District of Columbia Department on Disability Services, Rehabilitation Services Administration (“Buyer”). This MOU was initially executed by the parties on April 17, 2013, to be effective through September 30, 2013, allowing for an additional four one year option periods. The first option year was exercised on November 12, 2013, for FY 2014. This addendum is developed to exercise the second option year, to make changes in the allocation of funds to the various program based on personnel changes in the programs and to bring costs in line with the budget developed in the State Plan for Independent Living covering fiscal years 2014 through 2016. Pursuant to Section XIV of the original signed agreement, the parties modify the following sections of the MOU as stated below:

IV. SCOPE OF SERVICES

Section IV(B) of the MOU, DCOA Responsibilities shall be amended as follows:

- **The Ward 5 Aging and Disability Resource Center (ADRC) (also known as “The Ward 5 Lead Agency”)** will provide:
A nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, recreational trips, counseling, case management and transportation to and from the Ward 5 ADRC/Lead Agency, five days per week for at least ten (10) older blind and visually impaired consumers.

The RSA/DDS Shared Cost of the program will include:

- i. Salary wage and fringe benefits for one (1) full time Program Coordinator and one (1) part-time Program Aide.
Ward 5 ADRC Cost Details
 - Program Director at \$10,093;
 - Program Aide/Site Manager at \$21,444, plus fringes at \$8,463 totals \$29,907;
 - Grand Total Funding for Ward 5 ADRC: \$40,000
- **The Ward 5 Model Cities Senior Wellness Center** will provide:
 - a. Program space two days per week to provide a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts &

- crafts, recreational trips, counseling, case management, and transportation to and from the facility to a maximum of twelve (12) older blind consumers; and
- b. DDS/RSA with records of participants attending the program to verify expenses on invoices for transportation that is paid by DDS/RSA.

The DDS/RSA Shared Cost of the program will include:

- i. Occupancy/rent for program space for the period of October 1, 2013 to September 30, 2014, as well as salary wage and fringe benefits for one (1) part-time Program Coordinator and one (1) part-time Assistant.
 - The rent is calculated at \$225 per day, 8 days per month, totaling \$21,600. Alternatively, the rent can be calculated at \$1,800 per month, totaling \$21,600 for twelve (12) months.
 - Part-time Program Coordinator (50% Full Time Equivalent (“FTE”)) at an hourly rate of \$30 per hour, 5 hours per day. The rate of payment for 440 hours, plus fringes, totals \$16,764.
 - Part-time Assistant (50% FTE) at an hourly rate of \$20 per hour, 5 hours per day. The rate of payment for 440 hours, plus fringes, totals \$11,116.
 - Grand Total Funding for Ward 5 Model Cities Senior Wellness Center: \$49,480.
- **The Ward 8 Aging and Disability Resource Center (ADRC) – Deaf and Hard of Hearing Senior Center (also known as “The Ward 8 Lead Agency”)** will provide:
 - a. Nutritious meals, transportation to sites and activities, health promotion, recreation socialization activities which includes trips and individual and group counseling, teaching American Sign Language to the hearing seniors and to the late deaf who have never learned to communicate through sign; and
 - b. Self-advocacy training for the deaf and hard of hearing to ensure they are obtaining equipment, services, and benefits necessary to their activities of daily living. This training includes assisting participants with contacting the fire department so they can receive appropriate detectors, such as the flashing fire detector and lighted telephone. Additionally, participants may receive training on the TTY systems and deaf relay systems, which allow them to communicate with the outside world. New technology such as the VP Sorenson Video phone allow consumers that no longer use the TTY system to see and communicate with the person that they are talking with through using manual sign language.

The DDS/RSA Shared Cost of the program will include:

- DDS/RSA will contribute \$11,400 toward the cost of a Certified Deaf Teacher, plus fringe benefits at 27% equaling \$3,078. The total wage plus fringe benefits contributed by DDS/RSA will be \$14,478.00.
- The cost for technology training and support for twenty (20) Participants is \$25,000.

- Grand Total for Ward 8 ADRC is \$39,478.00.

V. DURATION OF MOU

A. **TERM.** This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2015, unless terminated in writing by the Parties prior to the expiration. Other than the provisions identified above and below, all provisions of the MOU executed on April 17, 2013 and the first addendum executed on November 12, 2013 are incorporated by reference and remain in effect.

VII. INTRA-DISTRICT FUNDING PROVISIONS

This section shall be amended by increasing the total cost for goods and services under this MOU to those listed below:

A. COST OF SERVICES

Total cost for goods and services under this MOU shall not exceed **\$128,958** for FY 2015. This includes **\$40,000** annually for salary, fringe benefits, and supplies for the Ward 5 ARDC (formerly known as “The Ward 5 Lead Agency”) responsible for managing the Aging Center for the Blind and Visually Impaired, **\$49,480** annually in salary, fringe benefits and occupancy cost for the Ward 5 Model Cities Senior Wellness Center, and **\$39,478** to contribute to the cost for salaries, fringe benefits and assistive technology for the Ward 8 ADRC – Deaf and Hard of Hearing Senior Center, referred to in Section IV above. This amount does not include costs for the specialized blind rehabilitation services and training in the homes and community. The Specialized Rehabilitation Intervention services for the blind will be funded by the Vocational Rehabilitation Services Program Grant, the Independent Living State Grant, and the Independent Living Services for Older Individuals who are Blind. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and reasonable overhead, as presented to DDS/RSA and accepted by DDS/RSA.

XIII. NOTICE

The following individuals are the contact points for each Party under this MOU:

Eden Teklebrhane
Resource Allocation Grant Administrator Officer
Office on Aging
500 K Street N.E.
Washington, D.C. 20002
(202) 727-8372, Office
(202) 714-5979
E: Eden.Teklebrahne@dc.gov

Angel Bryant
Vocational Rehabilitation Supervisor
Department on Disability Services
Rehabilitation Services Administration
1125 15th Street N.W.
Washington, D.C. 20005
(202) 442-8419, Direct Extension
(202) 534-1570, Mobile
(202) 442-7445, Fax

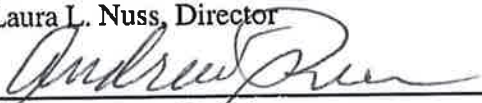
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY
SERVICES/REHABILITATION SERVICES ADMINISTRATION:



Laura L. Nuss, Director


Date: 10/30/14



Andrew Reese, Deputy Director

Date: 10/30/14

DISTRICT OF COLUMBIA OFFICE ON AGING:



Dr. John M. Thompson, Executive Director

Date: 10/29/14

**FY-15
MEMORANDUM OF UNDERSTANDING
BETWEEN
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC LIBRARY**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disabilities Services/Rehabilitation Services Administration, the buyer agency ("DDS/RSA" or "Buyer") and District of Columbia Public Library, the seller agency ("DCPL" or "Seller"), collectively referred to herein as the "Parties." The source of funding for this MOU is the federal grants: Independent Living Services for Older Individuals who are Blind and the Independent Living Services Grant Award. This MOU establishes a partnership with DCPL to provide blind or low vision individuals access to state and national newspapers, magazines, and wire feeds, as well as television listings, at any time and any place.

II. PROGRAM GOALS AND OBJECTIVES

The program objective is to provide National Federation of the Blind ("NFB") Newline Services ("Newline Services") to eligible registered patrons of the D.C. Regional Library for the Blind and Physically Handicapped who are residents. RSA pays for a license through the NFB for Newline Services through FY 2015; DCPL is responsible for the implementation of the services to District of Columbia residents.

The purpose of this MOU is to establish the terms and conditions under which DDS/RSA shall transfer funding for DCPL to provide training and outreach in order to educate consumers on how to access Newline Services. DCPL will no longer provide training or distribute Victor Stream Reader devices. All devices currently maintained at DCPL will be returned to DDS/RSA by October 31, 2014. The Assistive Technology Specialist at DDS/RSA will assume responsibility for distribution of and training for this equipment.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF SELLER (DCPL)

DCPL shall:

1. Develop and implement a program that will ensure that District residents that are print disabled are enrolled in Newsline Services that will allow them to receive media services through digital text or digital audio formats from various news organizations or other suppliers.
2. Seek pre-approval from DDS/RSA for any costs it incurs in implementing this MOU, including administrative and IT, but not excluding any other costs incurred by the seller.
3. Collect data with DDS/RSA to track usage of services and training program.
4. Secure DDS/RSA approval before entering into any contractual arrangements that use Independent Living Services or Independent Living Services for Older Individuals who are Blind Grant funds.
5. Engage DDS/RSA in the selection process for all contractors used by DCPL in the provision of Newsline Services.
6. Select and identify the Newsline Administrator to handle various administrative duties that will provide support for the program.
7. Notify DDS/RSA of the Newsline Administrator selection.
8. Verify and approve monthly invoices of the Newsline Administrator.
9. Ensure the bi-weekly submission of timesheet of Newsline Administrator to identified person at RSA.
10. Provide IT support for NFB-Newsline Administrator.

B. RESPONSIBILITIES OF BUYER (DDS/RSA)

DDS/RSA shall:

1. Transfer grant funds to sub-recipient DCPL and ensuring timely and accurate reporting and administration of the program.
2. Have oversight responsibility over the federal grant dollars awarded to DC Government and transfer to seller for services rendered.

3. Draw down the following federal grant funds and transfer to DCPL:
Independent Living Services and Independent Living Services for Older
Individuals who are Blind.
4. Participate in Steering Committees.
5. Have federal grant reporting responsibility for the federal grant dollars
awarded to DC Government and transfer to Seller for services rendered and
submit annual reports to the Department of Education (for Independent Living
Services for Older Blind) and Health and Human Services (for Independent
Living Services Program).
6. Ensure that appropriate referrals of DDS/RSA consumers requiring Newsline
Services are made to DCPL.
7. DDS/RSA will pay the licensing fee to make the NFB-Newsline service
available to DCPL for FY 2015.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2014, through September 30,
2015, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of four
(4) one-year option periods. Option periods may consist of a year, a fraction
thereof, or multiple successive fraction of a year. Buyer shall provide notice of its
intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time
of the exercise of the option.

V. AUTHORITY FOR MOU

The MOU is subject to the provisions of D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed \$17,300.00 for
Fiscal Year 2015. Funding for the goods and services shall not exceed the actual

cost of the goods and services, including labor, materials and actual overhead, as presented to RSA and accepted by RSA.

2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 for the current fiscal year.

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.

C. DISPUTES

1. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the DC Office of Financial Operations and Systems.

VII. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

VIII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

IX. NOTICE

The following individuals are the contact points for each party under this MOU:

DDS/RSA:

Andrew Reese
Deputy Director
Department on Disabilities Services/Rehabilitation Services Administration
1125 15th Street, NW
Washington, D.C. 20005
Phone: 202-442-8663
E-mail: Andrew.Reese@dc.gov

DCPL:

Rachel Meit
Regional Librarian
DC Regional Library for the Blind and Physically Handicapped Manager Adaptive
Services Department DC Public Library
901 G Street, NW, Room 215
Washington, DC 20001
Phone: (202) 727-2270
E-mail: Rachel.Meit@dc.gov

X. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 et seq.) to procure the goods or services of the agent or third party.

XI. ANTI-DEFICIENCY

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, and any subsequent agreement entered into by the parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 USC §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, DC Official Code §§ 47-355.01-355.08 (2001), (iii) DC Official Code § 47-105 (2001) and (iv) DC Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

XII. MISCELLANEOUS

The Parties shall comply with all applicable law, rules and regulations whether now in force or hereafter enacted or promulgated.

XIII. MODIFICATIONS


The terms and conditions of this MOU may be modified only upon prior written agreement by the parties.

XIV. EFFECTIVE DATE

This MOU shall be effective upon signature by the Parties through September 30, 2015.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:


**DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITIES
SERVICES/REHABILITATION SERVICES ADMINISTRATION:**



Laura L. Nuss
Director
Department on Disabilities Services

10/15/2014

Date

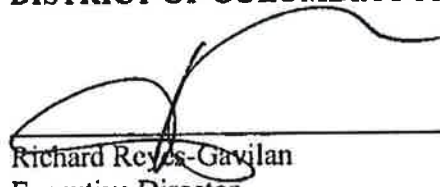


Andrew P. Reese
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

10/14/14

Date

DISTRICT OF COLUMBIA PUBLIC LIBRARY



for Richard Reyes-Gawilan
Executive Director

10/10/14

Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
AND
THE CHILD AND FAMILY SERVICES AGENCY
FOR FISCAL YEAR 2015**

I. INTRODUCTION

This Memorandum of Understanding (this "MOU") is entered into between the District of Columbia Child and Family Services Agency ("CFSA") and the Department on Disability Services ("DDS"), collectively referred to herein as the "Parties".

II. AUTHORITY FOR MOU

The Parties are authorized to enter into this MOU pursuant to D.C. Code § 1-301.01(k). In addition, the Parties are authorized to enter into this MOU consistent with the Department on Disabilities Services Establishment Act of 2006 (D.C. Law 16-264; D.C. Code § 7-771.01 *et seq.*) and the Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277; D.C. Code § 4-1303.01a *et seq.*).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish care for [REDACTED], born [REDACTED], [REDACTED] and referred to herein as "client." The client is committed to CFSA but meets the eligibility requirements for services provided by DDS. This MOU establishes the funding for the expected costs for contracting with provider agencies that meet the criteria for a Choice Provider status from the date of execution of this MOU through the date of the client's 21st birthday, [REDACTED].

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF DDS

DDS shall:

1. Supply a placement for the client, [REDACTED].
2. Provide care for the client through the use of any provider networks utilized by DDS.

3. Except in emergency situations, provide at least 30 days advance notice to CFSA prior to moving the client to a new placement.

B. RESPONSIBILITIES OF CFSA

CFSA shall:

1. Make timely monthly payments to DDS at a rate of \$331.20 per day for the period of May 2, 2015 through July 24, 2015 for respite services (\$27,820.80), and \$573.00 per day for the period of July 25, 2015 through September 30, 2015 for ongoing placement (\$38,964.00), for a total sum of \$66,784.80 for Fiscal Year 2015.
2. Maintain case management for the client.
3. CFSA will monitor the facilitation and coordination of activities and programs of the client by the provider.
4. The Provider will report to CFSA and DDS/DDA any unusual incidents or issues that may affect the placement of the client.

V. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from May 2, 2015 through September 30, 2015, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties request may extend the term of this MOU by exercising a maximum of one one-year option period consisting of a fiscal year, a fraction thereof, or multiple successive fractions of a year. CFSA shall provide DDS with written notice of its intent to exercise an option period prior to the expiration of the initial year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for services under this MOU shall not exceed Sixty-Six Thousand Seven Hundred and Eighty-Four Dollars and Eighty Cents (\$66,784.80) or \$331.20 per day for the period of May 2, 2015 through July 24, 2015 and \$573.00 per day for the period of July 25, 2015 through September 30, 2015 for Fiscal Year 2015.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by CFSA to DDS based on the total amount of this MOU.
2. DDS shall submit a monthly invoice to CFSA, which shall include itemized monthly claims for reimbursement with the name of the client receiving the services under this MOU.
3. Payments to DDS for the services to be provided under this MOU shall not exceed the amount of this MOU.
4. DDS shall relieve the advance and bill CFSA through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. DDS shall notify CFSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DDS shall return any excess advance to CFSA By September 30 of the current fiscal year.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47.355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties

VIII. CONSISTENT WITH LAW

- A. The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.
- B. This MOU shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any judicial or administrative matter.

IX. COMPLIANCE AND MONITORING

DDS will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

DDS shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of CFSA and other officials as may be specified by the District of Columbia in its sole discretion. DDS will maintain client records consistent with applicable laws, document retention schedules, and contracts.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving at least thirty (30) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to DDS shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

Laura L. Nuss
Director
Department on Disability Services
1125 15th Street, NW
Washington DC 20005

Nichole Cobbs-Sterns
Acting Administrator
Kinship and Placement Administrations
Child and Family Services Agency
200 I Street, SE, Room 2654
Washington, DC 20003

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (Law 18-37, D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES

The Parties' Directors or their designees, shall resolve all disputes and adjustments resulting from the services provided under this MOU. In the event the Parties cannot resolve a dispute, the matter shall be referred to the Deputy Mayor for Health and Human Services. The decision of the Deputy Mayor related to any disputes referred shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Specifically, the Parties acknowledge that information concerning the client is confidential and needs to be maintained in a safe and secure fashion. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DDS and CFSA.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

Child and Family Services Agency:



Raymond C. Davidson
Director

Date: 10/2/15

Department on Disability Services:



Laura L. Nuss
Director

Date: 10/7/15



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
AND
THE CHILD AND FAMILY SERVICES AGENCY
FOR FISCAL YEAR 2015**

I. INTRODUCTION

This Memorandum of Understanding (this "MOU") is entered into between the District of Columbia Child and Family Services Agency ("CFSA") and the Department on Disability Services ("DDS"), collectively referred to herein as the "Parties".

II. AUTHORITY FOR MOU

The Parties are authorized to enter into this MOU pursuant to D.C. Code § 1-301.01(k). In addition, the Parties are authorized to enter into this MOU consistent with the Department on Disabilities Services Establishment Act of 2006 (D.C. Law 16-264; D.C. Code § 7-771.01 *et seq.*) and the Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277; D.C. Code § 4-1303.01a *et seq.*).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish care for [REDACTED], born [REDACTED], [REDACTED] and referred to herein as "client." The client is committed to CFSA but meets the eligibility requirements for services provided by DDS. This MOU establishes the funding for the expected costs for contracting with provider agencies that meet the criteria for a Choice Provider status from the date of execution of this MOU through the date of the client's 21st birthday, [REDACTED].

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF DDS

DDS shall:

1. Supply a placement for the client, [REDACTED].
2. Provide care for the client through the use of any provider networks utilized by DDS.

3. Except in emergency situations, provide at least 30 days advance notice to CFSA prior to moving the client to a new placement.

B. RESPONSIBILITIES OF CFSA

CFSA shall:

1. Make timely monthly payments to DDS at a rate of \$331.20 per day for the period of May 2, 2015 through July 24, 2015 for respite services (\$27,820.80), and \$573.00 per day for the period of July 25, 2015 through September 30, 2015 for ongoing placement (\$38,964.00), for a total sum of \$66,784.80 for Fiscal Year 2015.
2. Maintain case management for the client.
3. CFSA will monitor the facilitation and coordination of activities and programs of the client by the provider.
4. The Provider will report to CFSA and DDS/DDA any unusual incidents or issues that may affect the placement of the client.

V. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from May 2, 2015 through September 30, 2015, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties request may extend the term of this MOU by exercising a maximum of one one-year option period consisting of a fiscal year, a fraction thereof, or multiple successive fractions of a year. CFSA shall provide DDS with written notice of its intent to exercise an option period prior to the expiration of the initial year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for services under this MOU shall not exceed Sixty-Six Thousand Seven Hundred and Eighty-Four Dollars and Eighty Cents (\$66,784.80) or \$331.20 per day for the period of May 2, 2015 through July 24, 2015 and \$573.00 per day for the period of July 25, 2015 through September 30, 2015 for Fiscal Year 2015.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by CFSA to DDS based on the total amount of this MOU.
2. DDS shall submit a monthly invoice to CFSA, which shall include itemized monthly claims for reimbursement with the name of the client receiving the services under this MOU.
3. Payments to DDS for the services to be provided under this MOU shall not exceed the amount of this MOU.
4. DDS shall relieve the advance and bill CFSA through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. DDS shall notify CFSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DDS shall return any excess advance to CFSA By September 30 of the current fiscal year.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47.355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties

VIII. CONSISTENT WITH LAW

- A. The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.
- B. This MOU shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any judicial or administrative matter.

IX. COMPLIANCE AND MONITORING

DDS will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

DDS shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of CFSA and other officials as may be specified by the District of Columbia in its sole discretion. DDS will maintain client records consistent with applicable laws, document retention schedules, and contracts.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving at least thirty (30) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to DDS shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

Laura L. Nuss
Director
Department on Disability Services
1125 15th Street, NW
Washington DC 20005

Nichole Cobbs-Sterns
Acting Administrator
Kinship and Placement Administrations
Child and Family Services Agency
200 I Street, SE, Room 2654
Washington, DC 20003

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (Law 18-37, D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES

The Parties' Directors or their designees, shall resolve all disputes and adjustments resulting from the services provided under this MOU. In the event the Parties cannot resolve a dispute, the matter shall be referred to the Deputy Mayor for Health and Human Services. The decision of the Deputy Mayor related to any disputes referred shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Specifically, the Parties acknowledge that information concerning the client is confidential and needs to be maintained in a safe and secure fashion. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DDS and CFSA.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

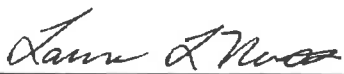
Child and Family Services Agency:



Raymond C. Davidson
Director

Date: 10/2/15

Department on Disability Services:



Laura L. Nuss
Director

Date: 10/7/15

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
OFFICE OF THE CHIEF FINANCIAL OFFICER, ACTING THROUGH
THE OFFICE OF FINANCE AND TREASURY
FOR FISCAL YEAR 2015**

I. INTRODUCTION

This Memorandum of Understanding (this “MOU”) is entered into between the **Department on Disability Services** (“Buyer Agency”) and the Office of the Chief Financial Officer, acting through the **Office of Finance and Treasury** (“Seller Agency”), collectively referred to herein as the “Parties”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2010 Supp.).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Seller Agency, by means of contract **CFOPD-15-C-011** awarded to **Dunbar Armored**, an armored car service provider, will transport District funds from collection points specified by the Buyer Agency to various financial institutions.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency, by means of contract **CFOPD-10-C-015** awarded to **Dunbar Armored**, will transport District funds from collection points specified by the Buyer Agency to various financial institutions.

B. RESPONSIBILITIES OF BUYER AGENCY

DDS agrees to advance the full amount of the estimated cost of this agreement to the OCFO.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from **October 1, 2014 through September 30, 2015** unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of five (5) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period 30 days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for goods and/or services under this MOU shall not exceed **\$2,400** for Fiscal Year 2015. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided.

B. PAYMENT

Intra-District process:

1. Payment for the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.
2. Seller Agency shall submit monthly reconciliations which shall include itemized monthly claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category.
3. Advances to Seller Agency for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU (**\$2,400.00**).
4. Seller Agency shall receive the advance and bill Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU. Seller Agency shall notify Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1441, 1442, 1449, 1451, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect of hereafter enacted or promulgated.

IX. COMPLIANCE AND MONITORING

Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

OCFO:

Jeanne Marie Hoover
Chief of Management Operations
Office of Finance and Treasury
1101 4th Street, SW, Suite 850
Washington, DC 20024

DDS:

Sharon Vaughn Roach
Program Manager
Department on Disability Services/Rehabilitation Services Administration
Randolph Sheppard
1125 15th Street, NW
Washington, DC 20005

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES

The Seller Agency Director and Buyer Agency Director, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems (OFOS). The decision of OFOS shall be final.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH

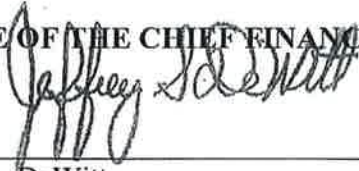


Laura L. Nuss
Director

12/18/14

Date

OFFICE OF THE CHIEF FINANCIAL OFFICER



Jeffrey S. DeWitt
Chief Financial Officer

01 27 2014

Date

INTRA DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

PART I

MOU NUMBER: 7ACJM5/15

DATE OF MOU: 10/01/14

SELLER INFORMATION

AGENCY: Office of the Chief Financial Officer

AGENCY CODE: AT0

NAME OF CONTACT: Jeanne M. Hoover

ADDRESS: 1101 4TH Street, SW, 8th Floor

Washington, DC 20024

TELEPHONE: (202) 727-0911

FAX: (202) 727-6049

AUTHORIZING OFFICER:

Jeanne M. Hoover

DATE: NOV 13 2014

Jeanne Marie Hoover

BUYER INFORMATION

AGENCY: Department on Disability Services

AGENCY CODE: JM0

NAME OF CONTACT: _____

ADDRESS: _____

Washington, DC

TELEPHONE: (202) _____

FAX: (202) _____

AUTHORIZING OFFICER: _____

DATE: _____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

INTRA DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

PART II

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: ARMORED CAR SERVICE

DATE: 10/01/14

TOTAL: \$5,200

	<i>Agy</i>	<i>Year</i>	<i>Org Code</i>	<i>Fund</i>	<i>Index</i>	<i>PCA</i>	<i>Object</i>	<i>Agy Obj</i>	<i>Grant/Ph</i>	<i>Project/Phase</i>
Seller	AT0	15	7100	0705	710Q4	70501	0409	0409		7ACJM5/15
Buyer	RM0	15								

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
OFFICE OF THE CHIEF FINANCIAL OFFICER, ACTING FOR
THE OFFICE OF FINANCE AND TREASURY
FOR FISCAL YEAR 2016**

I. INTRODUCTION

This Memorandum of Understanding (this "MOU") is entered into between the **Department on Disability Services** ("Buyer Agency") and the Office of the Chief Financial Officer, acting for the **Office of Finance and Treasury** ("Seller Agency"), collectively referred to herein as the "Parties" and individually referred to herein as a "Party".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2010 Supp.).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Seller Agency, by means of contract **CFOPD-15-C-011** awarded to **Dunbar Armored**, an armored car service provider, will transport District funds from collection points specified by the Buyer Agency to various financial institutions.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency, by means of contract **CFOPD-15-C-011** awarded to **Dunbar Armored**, will transport District funds from collection points specified by the Buyer Agency to various financial institutions.

B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency agrees to advance the full amount of the estimated cost of this agreement to the Seller Agency.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from **October 1, 2015 through September 30, 2016** unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of five (5) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period 30 days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for goods and/or services under this MOU shall not exceed **\$5,200.00** for Fiscal Year 2016. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided.

B. PAYMENT

Intra-District process:

1. Payment for the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.
2. Seller Agency shall submit monthly reconciliations which shall include itemized monthly claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category.
3. Advances to Seller Agency for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU (**\$5,200.00**).
4. Seller Agency shall receive the advance and bill Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU. Seller Agency shall notify Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1441, 1442, 1449, 1451, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect of hereafter enacted or promulgated.

IX. COMPLIANCE AND MONITORING

Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

Seller Agency:

Jeanne Marie Hoover
Chief of Management Operations
Office of Finance and Treasury
1101 4th Street, SW, Suite 850
Washington, DC 20024

Buyer Agency:

Laura L. Nuss
Director
Department on Disability Services/Rehabilitation Services Administration
Randolph Sheppard
1125 15th Street, NW
Washington, DC 20005

XIII. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure the goods and/or services.

XIV. RESOLUTION OF DISPUTES


The Seller Agency Director and Buyer Agency Director, or their designees, shall resolve all disputes and/or adjustments resulting from goods and/or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems ("OFOS"). The decision of OFOS shall be final.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH

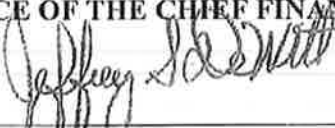


Laura L. Nuss
Director

11/23/15

Date

OFFICE OF THE CHIEF FINANCIAL OFFICER



Jeffrey S. DeWitt
Chief Financial Officer

13 2015

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
Term: October 1, 2015– September 30, 2016**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department of Health Care Finance (“DHCF”), the seller agency (“Seller”), and the Department on Disability Services (“DDS”), Developmental Disabilities Administration (“DDA”), the buyer agency (“Buyer”), individually referred to as the “Party” or collectively referred to herein as the “Parties.” This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year (“FY”) to DHCF for payment of the local match to claim Federal Financial Participation (“FFP”) for the 1915(c) Home and Community-Based Services (“HCBS”) waiver program for persons with Intellectual and Developmental Disabilities (IDD) (referred to herein as the “IDD HCBS waiver”).

II. AUTHORITY

D.C. Law 17-109, the “Department of Health Care Finance Establishment Act of 2007,” effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the “Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978,” effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*); and 34 CFR § 303.523 and any other authority under the parties’ programs.

III. OVERVIEW OF THE PARTIES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C. § 1396). DHCF also administers the D.C. HealthCare Alliance program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by other District agencies, ensures that the Medicaid programs operated under Memoranda of Agreement or Memoranda of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services, and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective, and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative

services and supports to waiver participants with intellectual and developmental disabilities through its DDA. DDS/DDA accomplishes these objectives through the recruitment and oversight of qualified providers, delivery of service coordination services, prior authorization of services, and the on-going design and implementation of a comprehensive quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07 and 29 DCMR § 1900.3, 61 DCR 4407 (May 2, 2014).

IV. STATEMENT OF PURPOSE

For FY 2015, the budget for the local funding of the IDD HCBS waiver program was transferred from DHCF to DDS reflecting a policy decision by the Mayor to ensure transparency regarding the expenditure of funds to ensure that planning and oversight over the local portion of the IDD HCBS waiver would reside with DDS. The purpose of this MOU is to establish the terms and conditions under which DDS, to the extent it has funding available for this purpose, will transfer to DHCF funding identified by DDS as available in each fiscal year, beginning in FY 2015, for purposes of making payments for the local match to claim FFP for the IDD HCBS waiver program.

V. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DDS

DDS will identify to DHCF that portion of funding which DDS has available in each fiscal year, beginning in FY 2015, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in FY 2015 for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its Administrative Authority and Fiscal Accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

VI. DURATION OF MOU

- A. The funding period of this MOU shall be from October 1, 2015, through September 30, 2016, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1), one-year option periods for IDD HCBS waiver year 5 (FY 2017). Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VII. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VIII. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. Total cost for goods and services under this MOU shall not exceed \$59,595,493.28 for FY 2016. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver expenditures contained in the DHCF paid claims data system.
- 2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

- 1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
- 2. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
- 3. Seller will relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.
- 4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IX. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than six (6) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

XII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

XIII. NOTICE

The following individuals are the contact points for the respective parties under this MOU:

Claudia Schlosberg, J.D.
Senior Deputy Director/ Medicaid Director
Department of Health Care Finance
441 Fourth Street, N.W., 9th Floor
Washington, D.C. 20001
Email: claudia.schlosberg@dc.gov
Telephone: (202) 442-9075

Laura L. Nuss
Director
Department on Disability Services
1125 Fifteenth Street, N.W., 4th Floor
Washington, D.C. 20005
Email: laura.nuss@dc.gov
Telephone: (202) 730-1607

XIV. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XV. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (*e.g.*, contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of D.C. Law 18-371, the "Procurement Practices Reform Act of 2010," effective April 8, 2011, to procure the goods or services of the agent or third party.

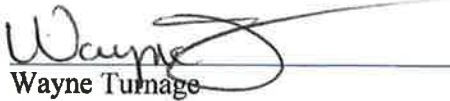
XVI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF HEALTH CARE FINANCE



Wayne Turnage
Director

Date: 2/1/14

DEPARTMENT ON DISABILITY SERVICES



Laura L. Nuss
Director

Date: 1/29/16

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
METROPOLITAN POLICE DEPARTMENT**

This serves as an Addendum to the Memorandum of Understanding (MOU) between the District of Columbia Metropolitan Police Department (Seller) and the District of Columbia Department on Disability Services (DDS)/Rehabilitation Services Administration (RSA) (Buyer). This MOU was initially executed by the parties on May 14, 2013, to be effective through September 30, 2013, allowing for an additional four one year option periods. The first option year was exercised on February 11, 2014 and was effective through September 30, 2014. This Addendum is developed to exercise the second option year, through September 30, 2015. Pursuant to Section XII of the original signed agreement, the parties hereby modify the following sections of the MOU, as stated below:

IV. DURATION OF THIS MOU

This section is amended by replacing the Term to:

- A. TERM.** Unless terminated in accordance with the terms of this MOU, this MOU shall begin when signed by the Parties named below, and shall end on September 30, 2015. Other than the provisions identified above and below, all provisions of the MOU executed on May 14, 2013, and the first addendum executed on February 11, 2014, are incorporated by reference and remain in effect.

VI. FUNDING PROVISIONS

This section is amended to have six hundred twenty-two dollars and fifty cents (\$622.50) in the existing MOU for requested background investigations for 15 clients at a cost of \$41.50 per client.

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed six hundred twenty-two dollars and fifty cents (\$622.50) through FY 2015.
2. The estimated cost of this MOU is based on the DDS/RSA's projected estimate of fifteen (15) criminal history investigations provided by MPD.

B. PAYMENT

2. DDS/RSA shall advance MPD funds in the amount of six hundred twenty-two dollars and fifty cents (\$622.50) within ten (10) business days after this MOU Addendum has been fully executed and signed by all the necessary parties.

XI. NOTICE

This section is amended by replacing the contact point for DDS with:

Romeo Ymalay
Operations Program Manager
Rehabilitation Services Administration
Department on Disability Services
1125 15th Street, N.W., 9th floor
Washington, D.C. 20005
(202) 442-8459
romeo.ymalay@dc.gov

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY
SERVICES/REHABILITATION SERVICES ADMINISTRATION:**



Laura L. Nuss
Director

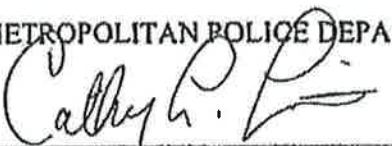
Date: 8/26/15



Andrew Reese
Deputy Director

Date: 8/26/15

METROPOLITAN POLICE DEPARTMENT:



Cathy L. Lanier
Chief of Police

Date: AUG 25 2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department on Disability Services (“DDS”) Rehabilitation Services Administration (“RSA”) and the District of Columbia Public Schools (“DCPS”), collectively referred to herein as the “Parties.”

DCPS is required by the Individuals with Disabilities Improvement Education Act of 2004 (“IDEA”) and the District of Columbia Municipal Regulations (“DCMR”) to prepare students with disabilities for postsecondary education, vocational education, integrated or supported employment, continuing or adult education, adult services, independent living, or community participation upon completion of their DCPS education. Each student with a disability must have a transition plan in place as part of his/her Individualized Education Program (“IEP”) no later than the age of 11 that outlines appropriate measurable postsecondary goals related to training, education, employment, and, where appropriate, independent living skills, as well as the transition services and interagency responsibilities to assist the student in reaching these goals (20 USC § 1414(d)(1)(A)(i)(VIII); 5 DCMR § E-3009.4 – 30009.5).

Transition services, as defined by the IDEA and the Rehabilitation Act of 1973, are a coordinated set of activities designed to facilitate a child’s movement from school to post-school activities and are based on the individual child’s needs, strengths, preferences, and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation (20 USC § 1401 (34); 34 CFR 361.5(b)(55)). DDS, through RSA, is the agency responsible for providing comprehensive vocational and independent living services to persons with disabilities to promote their opportunities for employment, economic self-sufficiency and independence, under D.C. Official Code § 32-331. RSA works collaboratively with DCPS to provide transition services to students in order to ensure an uninterrupted plan of services for students from the secondary education environment to postsecondary employment training and placement.

The Workforce Innovation and Opportunity Act, enacted in July, 2014 further expanded the responsibility of DDS/RSA for the provision of transition services to include the provision of Pre-Employment Transition Services (“PETS”) to students with disabilities, which includes any student with an IEP or eligible for a 504 Plan. PETS includes the provision of the following direct services to students with disabilities:

- Job exploration counseling
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education
- Workplace readiness training to develop social skills and independent living skills; and
- Instruction in self-advocacy

In addition to these direct services, DDS/RSA is able to fund the following activities in order to improve the transition of students with disabilities from school to postsecondary education or employment:

- Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities;
- Coordinating activities with transition services provided by local education agencies under IDEA;
- Developing model transition demonstration projects; and
- Establishing or supporting partnerships involving the local education agencies, DDS/RSA, and DDS/Developmental Disabilities Administration (DDS/DDA) to achieve the goals of improved transition outcomes.

II. SCOPE OF SERVICES

A. Responsibilities of the Department on Disability Services/Rehabilitation Services Administration.

1. DDS/RSA will transfer funds to DCPS to allow it to hire three additional Workforce Development Transition Team Coordinators. The responsibilities of Workforce Development Transition Team Coordinators are described below in Section B(1).
2. DDS/RSA Vocational Rehabilitation (VR) Specialists will coordinate services with the Workforce Development Coordinator assigned to each DCPS school the VR Specialist works with. The VR Specialist will coordinate provision of monthly PETS training as well as coordination of any direct services provided by the Workforce Development Coordinator to students assigned to the VR Counselor.
3. The DDS/RSA VR Supervisors will meet monthly with the Workforce Development Coordination Supervisor and DCPS Transition Director to ensure coordination of services at each of the DCPS schools.

4. A DDS/RSA VR Specialist will be available at the school on a regular basis to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for eligible and potentially eligible students, attend IEP meetings, meet with appropriate staff to discuss progress of eligible students in developing transition plans and progress toward achievement of goals identified in plans. The frequency of the VR Specialists' attendance at each school will depend on the typical number of VR referrals received from each school. This frequency and schedule for VR Specialists' presence at the school will be discussed between the VR Specialist, their supervisor and school staff at each school.
5. The DDS/RSA shared cost for a full program year for FY 2016 will be \$242,370. This is based on the cost of three full-time, grade 13, step 5 Transition Program Workforce Development Coordinators, with a salary of \$70,252 per position, and costs of \$10,538 per position for benefits. The cost for the remainder of FY 2015 will be \$27,151.27. This includes a FY 2015 salary cost for each position of \$68,206, with fringe benefits of \$10,231 per position. The total annual cost in FY 2015 would be \$235,311. It is anticipated that the three positions will be filled in sufficient time for the identified staff to work three pay periods within FY 2015. Therefore, the FY 2015 cost reflects 3/26 of the total annual cost.

B. Responsibilities of DCPS

1. DCPS shall hire and maintain five Workforce Development Coordinator Transition Team Staff, three of whom will be funded by DDS/RSA through this MOU, to provide the following functions:
 - a. Develop community partnerships with private businesses and government agencies that could serve as internship, job sampling and paid employment opportunities for students.
 - b. Monitor students' progress in any work based learning experience arranged through the Workforce Development Coordinator.
 - c. Provide counseling to students and their families on opportunities for enrollment in comprehensive transition or post-secondary educational programs at institutions of higher education.
 - d. Provide workplace readiness training to develop social skills and independent living.
 - e. Work with teachers to align students' transition goals to situational job sampling activities and assisting teachers with finding situational job sampling opportunities for students.

- f. Coordinate with DDS/RSA VR Specialist and the school's IEP team to align IEP transition goals with Individualized Plan for Employment (IPE) employment goals.
2. DCPS shall track the number of students to whom it provides PETS, as defined above; and will provide to DDS/RSA a monthly list of all students who have received services, along with the student's school, DCID number and the specific PETS service provided for DDS/RSA reporting to the federal funding agency.
3. DCPS shall provide current curriculum for work readiness training sessions to DDS/RSA. The DCPS Workforce Development Supervisory Coordinator shall work with the DDS/RSA Supervisory VR Specialists and the DDS/RSA Transition Project Manager to develop monthly PETS training sessions to be provided by DDS/RSA VR Specialists and DCPS Workforce Development Coordinators at all (10) Comprehensive DCPS schools serving transition age students.
4. The DCPS Workforce Development Supervisory Coordinator and Transition Director shall meet monthly with RSA VR Supervisory Specialists and Transition Project Manager to monitor provision of PETS services, as well as, track referrals for VR services and coordination of other transition services provided by DCPS and DDS/RSA.

C. Joint Responsibilities of DDS/RSA and DCPS

1. DDS/RSA VR Supervisory Specialists and Transition Project Manager will meet monthly with DCPS Workforce Development Supervisory Coordinator and DCPS Transition Director in order to review the status of all VR referrals and progress of all VR applications pending.
2. The monthly meeting will also be an opportunity for DDS/RSA and DCPS to discuss any challenging program issues and to plan and coordinate services, including outreach to students and families, professional development for DCPS and DDS/RSA staff, coordination of PETS services, including monthly training sessions for students and student work experiences.
3. The parties will monitor the following data monthly in order to assess the effectiveness and impact of these services on improving outcomes in transition services for DCPS students with disabilities:
 - a. Number of students with IEPs and 504 plans who submit applications for VR services.
 - b. % of students who submit applications who are determined eligible for VR services and develop an IPE.
 - c. Number of students who receive PETS services.

D. RESOLUTION OF DISPUTES

DCPS and DDS/RSA or their designees shall use best efforts to resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to the Deputy Mayor for Public Safety and Justice. The decision of the Deputy Mayor for Public Safety and Justice related to any disputes referred shall be final. In the event the parties are unable to resolve a financial issue the matter shall be referred to the Office of Financial Operations and Systems.

E. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, FERPA. Information received from DCPS by RSA and DDA in the performance of responsibilities associated with the performance of this MOU shall remain the property of DCPS.

This MOU requires DDS/RSA to provide institutional services or functions on behalf of DCPS. DDS/RSA's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information from educational records ("PII") to DDS/RSA and DCPS has determined DDS/RSA has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), a federal law that protects the privacy of student educational records. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), DDS/RSA acknowledges that (i) it has been outsourced institutional services or functions of DCPS under this MOU; (ii) their employees, agents and personnel are considered "school officials" for purposes of providing such institutional services or functions under this MOU; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this MOU; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under this MOU. According to 34 CFR § 99.33(a), DDS/RSA must (1) not disclose any PII it may have access to under this MOU to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) ensure that its employees, agents and other personnel receiving PII under this MOU only use such information for purposes of providing an institutional service or function under this MOU.

F. DURATION OF MOU AND TERMINATION

1. **TERM.** This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2016, unless terminated in writing by the Parties prior to the expiration.
2. **MOU EXTENSION.** Based on the availability of funds, DDS/RSA and DCPS may extend the term of this MOU by exercising a maximum of four one year option periods. DDS/RSA shall provide written notification of its intent to exercise an option period prior to the expiration of the MOU.

G. AMENDMENT/MODIFICATION OF THE TERMS AND CONDITIONS

Modification to this MOU shall be agreed to by each of the authorized representatives of DDS/RSA and DCPS.

H. NOTICES

The following individuals are the contact points for each Party under this MOU:

DCPS: Pamela R. Downing-Hosten, Ed.D.
Director, Secondary Transition
1200 First Street, N.E.
Washington, DC 20002
Telephone: (202) 442-4800

RSA: Andrew Reese
Deputy Director, Department on Disability Services
Rehabilitation Services Administration (RSA)
1125 15th St. N.W.
Telephone: (202) 442-8686

I. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

J. INTRA-DISTRICT FUNDING PROVISIONS

1. COST OF SERVICES

The total cost for salary and fringe benefits under this MOU shall not exceed \$27,151.27 (which includes fringe benefits) for fiscal year 2015. Costs in subsequent years could increase based on cost of living increases in salary, resulting in a total anticipated cost for fiscal year 2016 of \$242,370. DDS/RSA cannot transfer fiscal year 2016 funds until the beginning of fiscal year 2016.


2. Payment

- a. Payment for the personnel expenses shall be made through an Intra-District advance from DDS/RSA to DCPS based on the total amount of this MOU.
- b. Advances to DCPS for the services to be provided shall not exceed the amount of this MOU.
- c. DCPS will receive the advance and bill DDS/RSA through the Intra-District process only for those personnel expenses actually incurred pursuant to the terms of this MOU. DCPS shall notify DDS/RSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DCPS shall return any excess advance to DDS/RSA by September 30, 2016.

- 3. Anti-Deficiency Considerations** - The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IN WITNESS WHEREOF, the Parties hereby execute this MOU on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services



Laura Nuss
Director

9/15/15

Date



Andrew Reese
Deputy Director

9/15/15

Date

For the District of Columbia Public Schools



Kaya Henderson
Chancellor

9/15/15

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
OFFICE OF CONTRACTING AND PROCUREMENT
AND THE
DEPARTMENT ON DISABILITY SERVICES
FOR
AGENCY PERSONNEL TRANSFER
FOR
PROCUREMENT SERVICES
IN
FY 2016**

This Memorandum of Understanding (“MOU”) is entered into between the Department on Disability Services (“DDS” or “Buyer”) and the Office of Contracting and Procurement (“OCP” or “Seller”) in order to transfer certain procurement personnel, funding, and responsibilities from DDS to OCP.

For and in consideration of the mutual promises contained herein, the Seller and Buyer (hereinafter the “Parties”) agree as follows:

I. BACKGROUND

- A. Section 201(a)(3) of the Procurement Practices Reform Act of 2010 (“PPRA”) (D.C. Official Code § 2-352.01(a)(3)) authorizes the chief procurement officers for DDS to exercise the duties of the District’s Chief Procurement Officer (“CPO”) for their respective agencies until October 1, 2015. Accordingly, effective October 1, 2015, DDS will be subject to the procurement authority of the CPO.
- B. In 2014, procurement services performed under the authority of the CPO and the PPRA were converted to the Delegated Procurement Authority (“DPA”) operating structure. Under this structure, agency personnel who perform procurement processing and management services, under the provisions of the PPRA and the authorization of the CPO, were transferred to the budget, oversight, and reporting structure of OCP, while being physically located at the agency for which the procurement personnel perform services. The DPA operating structure is intended to help achieve consistent application of procurement rules, procedures, and principles, as well as improve quality control, while procurement services are managed from the agency work site, to improve process efficiency.
- C. The purpose of this MOU is to transfer the procurement personnel, budget, and budget authority of DDS to OCP, consistent with section 201(a)(3) of the PPRA (D.C. Official Code § 2-352.01(a)(3)), and to establish the DPA operating structure within DDS.

II. OBLIGATIONS OF THE PARTIES

A. RESPONSIBILITIES OF OCP

1. OCP shall budget for all services provided under this MOU.
2. OCP shall provide support for the Procurement Automated Support System ("PASS") for DDS.
3. OCP shall perform the procurement functions of DDS. These functions shall be carried out on a day-to-day basis by OCP procurement personnel assigned to, and located at DDS. (The initial personnel carrying out these functions are being transferred to OCP pursuant to this MOU.)
4. OCP shall provide replacements and upgrades of computers, computer equipment, and personal digital equipment to all procurement personnel assigned by OCP to DDS, as described in section II.B.2 of this MOU.
5. The CPO may issue procedures, standards, or guidelines as may be appropriate to ensure the efficient implementation of the transfer of procurement personnel and responsibilities from DDS to OCP. Any procedures, standards, or guidelines issued by the CPO shall be consistent with, and shall not contradict or duplicate those issued by the Department of Human Resources. However, the CPO shall have primary authority to issue procedures, standards, or guidelines that are directly related to the functions of OCP.

B. RESPONSIBILITIES OF DDS

1. DDS shall provide office space, conference space, and file space for all procurement personnel assigned by OCP to DDS.
2. DDS shall provide access to standard office equipment (such as facsimile machines, landline telephones, photocopiers, printers, and shredders) and office supplies, as necessary, to all procurement personnel assigned by OCP to the DDS worksites. DDS shall also provide initial computers and computer equipment and, to the extent already assigned to the employee, personal digital equipment (e.g., mobile telephones). Subsequent replacements and upgrades of computers, computer equipment, and personal digital equipment shall be the responsibility of OCP.
3. DDS shall provide on-site information technology support to all procurement personnel assigned by OCP to DDS; provided, OCP shall be responsible for providing information technology support for PASS.

III. AUTHORITY FOR MOU

The authority for this MOU includes section 1(k) of An Act To grant additional powers to the Commissioners of the District of Columbia, and for other purposes, approved December 20, 1944 (58 Stat. 819; D.C. Official Code § 1.301.01(k)), and section 1708(a)(2) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.08 (a)(2)).

IV. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost for the services provided under this MOU shall not exceed eight hundred and forty-nine thousand, seven hundred and seventy-five dollars and ninety-seven cents (\$849,775.97) for DDS, as reflected in Attachment A. Funding for the services shall not exceed the actual cost of the services.
2. The estimated cost of this MOU is based on the total budget for the salaries and fringe benefits of the eight (8) DDS procurement personnel. DDS does not budget any NPS funds for individual staff members and therefore no DDS NPS funds will be transferred from DDS to OCP. The DDS procurement personnel are listed in Appendix B.
3. In the event of termination of this MOU, payment to OCP shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Payment for the services provided under this MOU shall be made through Intra-District advances by DDS to OCP in the amounts set forth in the following chart:

Agency	No. of Employees	Salaries	Fringe	NPS	Total
DDS	8	\$687,363.29	\$162,412.68	\$0	\$849,775.97

2. OCP shall submit quarterly reconciliations which shall describe the amounts billed for that period. The reconciliations shall include the amounts paid for services for that quarter.
3. Advances to OCP for the services to be performed under this MOU shall not exceed the amount of this MOU, as set forth in section IV.A.1.

4. OCP will collect the advance and bill DDS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCP will notify DDS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OCP will return any excess advance to DDS by September 30, 2016.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION OF MOU

The period of this MOU shall be from October 18, 2015, through September 30, 2016.

VI. COMPLIANCE AND MONITORING

As this MOU is funded by District government funds, OCP will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VII. RECORDS AND REPORTS

OCP shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and shall make these documents available for inspection by duly authorized representatives of OCA, DDS, and other officials as may be specified by the City Administrator except in the case of any funds expended through IDCR monies received through the appropriation of funds from the Social Security Administration which must be maintained for five (5) years.

VIII. RESOLUTION OF DISPUTES

The CPO and the director of DDS, or their designees, shall resolve all disputes and/or adjustments resulting from the services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to the City Administrator. The decision of the City Administrator related to any dispute referred to him shall be final; provided that if the CPO and the director of DDS are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

IX. CONFIDENTIAL INFORMATION

OCP and DDS shall use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and local statutes, regulations, and policies.

X. NOTICE

The following individuals are the contact points for OCP and DDS:

For the Office of Contracting and Procurement

Sheila Mobley, Assistant Director

Email: sheila.mobley@dc.gov

Phone: (202) 724-4388

For the Department on Disability Services

Deborah Bonsack, Deputy Director for Administration

Email: deborah.bonsack@dc.gov

Phone: (202) 730-1715

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Office of the City Administrator and OCP.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year written below:

DEPARTMENT ON DISABILITY SERVICES



Laura L. Nuss, Director
Department on Disability Services

10/14/15

Date

OFFICE OF CONTRACTING AND PROCUREMENT



George A. Schutter, Director
Office of Contracting and Procurement

8 Oct 2015

Date

**MOU Attachment A
DDS Estimated Cost**

Costs Associated with DDS Procurement Personnel to be Transferred to OCP				
Employee ID	Name	Salary	Fringe	NPS
00010770	Callie Byrd-Williams	\$134,623.06	\$30,290.38	0
00026081	Tonya N. Starwood	\$85,331.38	\$19,767.91	0
00065033	Monica Brown	\$73,867.48	\$17,063.39	0
00071821	Maureen Hill	\$98,748.16	\$22,810.82	0
00068698	Danyel R. Riley	\$67,374.36	\$17,779.80	0
00080902	Tyree Johnson	\$59,698.80	\$16,136.45	0
00004282	Marsha L. Robinson	\$110,254.29	\$24,923.64	\$0
00021647	Carolyn S. Hill	\$57,465.76	\$13,640.29	0

Note: The salaries and associated fringe benefit costs listed in the chart reflect the 3% pay raise for each employee that will be implemented on October 1, 2015.

**MOU Attachment B
DDS Procurement Staff Roster**

DDS Procurement Personnel to be Transferred to OCP				
Position No.	Title	Name	Employee ID	Agency
00030298	Chief Contracting Officer	Callie Byrd-Williams	00010770	DDS
00013336	Contract Specialist	Tonya N. Starwood	00026081	DDS
00016638	Contract Specialist	Monica Brown	00065033	DDS
00020787	Contract Specialist	Maureen Hill	00071821	DDS
00024262	Contract Specialist	Danyel R. Riley	00068698	DDS
00010777	Contract Specialist	Tyree Johnson	00080902	DDS
00043641	Contract Specialist	Marsha L. Robinson	00004282	DDS
00021491	Administrative Assistant	Carolyn S. Hill	00021647	DDS

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
OFFICE OF DISABILITY RIGHTS**

This serves as an Addendum to the Memorandum of Understanding (“MOU”) between the District of Columbia Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA” or “Seller”) and the Office of Disability Rights (“ODR” or “Buyer), collectively referred to herein as the “Parties.” This MOU was initially executed by the Parties on October 17, 2013, to be effective through September 30, 2014, allowing for an additional three one-year option periods. This addendum is developed to exercise the first option year and to change the names of the Parties’ points of contact.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of the MOU and this Addendum to the MOU expeditiously and economically, the Parties do hereby agree that ODR will transfer \$49,677 to DDS/RSA by December 1, 2014. DDS/RSA will contract with service entity(ies) for the following services: telephone dial-in reading, radio reading and web-cast, research services, Braille, audio description, and symphony program notes. These services will be available on a twenty-four basis to Blind and Visually Impaired DDS/RSA clients and residents of the District of Columbia.

IV. DURATION OF MOA

The period of this Addendum to the MOU shall be from the date of the last signature below until September 30, 2015.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for goods and services under this MOU shall not exceed \$49,677 for Fiscal Year 2015. Funding for the goods and the services shall not exceed the actual cost of the goods and services, including labor, materials and overhead, as presented to DDS/RSA and accepted by DDS/RSA.

XI. NOTICE

The following individuals are the contact points for each Party:

DDS/RSA:

Andrew Reese, Deputy Director
District of Columbia Department on Disability Services
1125 15th Street, N.W., 4th floor
Washington, D.C. 20005
Phone: (202) 442-8663
Fax: (202) 442-8720
Email: Andrew.Reese@dc.gov

ODR:


Alexis Taylor, Interim Director
Interim Director
Executive Office of the Mayor
Office of Disability Rights
441 4th Street, NW
Suite 729 North
Washington, DC 20001
Alexis.taylor@dc.gov
Direct: (202) 727-8005
Cell: (202) 340-8563
Fax: (202)727-9484
www.odr.dc.gov

XIV. EFFECTIVE DATE

This Addendum shall be effective upon signature by the Parties through September 30, 2015. Other than the provisions identified above, all provisions of the MOU executed on October 17, 2013 are incorporated by reference and remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the MOU as follows:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES/REHABILITATION SERVICES ADMINISTRATION:



Laura L. Nuss
Director

Date: 11/6/14

OFFICE OF DISABILITY RIGHTS:



Alexis Taylor
Interim Director

Date: 11/9/14

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA OFFICE ON AGING**

This serves as an Addendum to the Memorandum of Understanding (“MOU”) between the District of Columbia Office on Aging (“DCOA” or “Seller”) and the District of Columbia Department on Disability Services, Rehabilitation Services Administration (“Buyer”). This MOU was initially executed by the parties on April 17, 2013, to be effective through September 30, 2013, allowing for an additional four one year option periods. The first option year was exercised on November 12, 2013, for fiscal year (“FY”) 2014, and the second option year was exercised on October 30, 2014, for FY 2015. This addendum is developed to exercise the third option year, to continue services. Pursuant to Section XIV of the original signed agreement, the parties modify the following sections of the MOU as stated below:

IV. SCOPE OF SERVICES

Section IV(B) of the MOU, DCOA Responsibilities shall be amended to update the time period for the “DDS/RSA Shared Cost of the program” to be from October 1, 2015 to September 30, 2016:

- **The Ward 5 Lead Agency** will provide:
A nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, recreational trips, counseling, case management and transportation to and from the Ward 5 Lead Agency center, five days per week for at least ten (10) older blind and visually impaired consumers.

The DDS/RSA Shared Cost of the program will include:

- i. Salary wage and fringe benefits for one (1) full time Program Coordinator and one (1) part-time Program Aide.
Ward 5 Lead Agency Cost Details
 - Program Director at \$10,093;
 - Program Aide/Site Manager at \$21,444, plus fringes at \$8,463 totals \$29,907.
 - Grand Total Funding for Ward 5 Lead Agency: \$40,000
- **The Ward 5 Model Cities Senior Wellness Center** will provide:
 - a. Program space two days per week to provide a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts & crafts, recreational trips, counseling, case management, and transportation to and from the facility to a maximum of twelve (12) older blind consumers; and

- b. DDS/RSA with records of participants attending the program daily, to verify expenses on invoices for transportation that is paid by DDS/RSA.

The DDS/RSA Shared Cost of the program will include:

- i. Occupancy/rent for program space for the period of October 1, 2015 to September 30, 2016, as well as salary wage and fringe benefits for one (1) part-time Program Coordinator and one (1) part-time Assistant.
 - The rent is calculated at \$225 per day, 8 days per month, totaling \$21,600. Alternatively, the rent can be calculated at \$1,800 per month, totaling \$21,600 for twelve (12) months.
 - Part-time Program Coordinator (50% Full Time Equivalent (“FTE”)) at an hourly rate of \$30 per hour, 5 hours per day. The rate of payment for 440 hours, plus fringes, totals \$16,764.
 - Part-time Assistant (50% FTE) at an hourly rate of \$20 per hour, 5 hours per day. The rate of payment for 440 hours, plus fringes, totals \$11,116.
 - Grand Total Funding for Ward 5 Model Cities Wellness Center: \$49,480.
- **The Ward 8 Lead Agency – Deaf and Hard of Hearing Senior Center** will provide:
 - a. Nutritious meals, transportation to sites and activities, health promotion, recreation socialization activities which includes trips and individual and group counseling, teaching American Sign Language to the hearing seniors and to the late deaf who have never learned to communicate through sign; and
 - b. Self-advocacy training for the deaf and hard of hearing to ensure they are obtaining equipment, services, and benefits necessary to their activities of daily living. This training includes assisting participants with contacting the fire department so they can receive appropriate detectors, such as the flashing fire detector and lighted telephone. Additionally, participants may receive training on the TTY systems and deaf relay systems, which allow them to communicate with the outside world. New technology such as the VP Sorenson Video phone allow consumers that no longer use the TTY system to see and communicate with the person that they are talking with through using manual sign language.

The DDS/RSA Shared Cost of the program will include:

- DDS/RSA will contribute \$11,400 toward the cost of a Certified Deaf Teacher, plus fringe benefits at 27% equaling \$3,078. The total wage plus fringe benefits contributed by DDS.RSA will be \$14,478.00.
- The cost for technology training and support for twenty (20) Participants is \$25,000.
- Grand Total for Ward 8 Lead Agency is \$39,478.00.

V. DURATION OF MOU

A. TERM. This MOU addendum shall begin when signed by the Parties named below, and shall end on September 30, 2016, unless terminated in writing by the Parties prior to the expiration. Other than the provisions identified above and below, all provisions of the MOU executed on April 17, 2013, the first addendum executed on November 12, 2013, and the second addendum executed on October 30, 2014, are incorporated by reference and remain in effect.

VII. INTRA-DISTRICT FUNDING PROVISIONS

This section shall be amended to update the time period for the total cost for goods and services to be in fiscal year 2016:

Total cost for goods and services under this MOU shall not exceed **\$128,958** for FY 2016. This includes **\$40,000** annually for salary, fringe benefits, and supplies for the Ward 5 Lead Agency (“Ward 5 Lead Agency”) responsible for managing the Aging Center for the Blind and Visually Impaired, **\$49,480** annually in salary, fringe benefits and occupancy cost for the Ward 5 Model Cities Senior Wellness Center, and **\$39,478** to contribute to the cost for salaries, fringe benefits and assistive technology for the Ward 8 Lead Agency – Deaf and Hard of Hearing Senior Center, referred to in Section IV above. This amount does not include costs for the specialized blind rehabilitation services and training in the homes and community. The Specialized Rehabilitation Intervention services for the blind will be funded by the Vocational Rehabilitation Services Program Grant, the Independent Living State Grant, and the Independent Living Services for Older Individuals who are Blind. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and reasonable overhead, as presented to DDS/RSA and accepted by DDS/RSA.

XIII. NOTICE

This section shall be amended to provide the following new contact point for DCOA under this MOU:

Garret King
Deputy Chief of Staff
Office on Aging
500 K Street N.E.
Washington, D.C. 20002
(202) 727-8372, Office
Garret.King@dc.gov

IN WITNESS WHEREOF, the Parties hereto have executed this addendum to the MOU as follows:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES:

Laura L. Nuss
Laura L. Nuss, Director

Date: 11/20/15

Andrew Reese
Andrew Reese, Deputy Director

Date: 11/20/15

DISTRICT OF COLUMBIA OFFICE ON AGING:

Brenda Donald
Brenda Donald, Interim Executive Director

Date: 11-10-15

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department on Disability Services (“DDS”) Rehabilitation Services Administration (“RSA”) and the District of Columbia Public Schools (“DCPS”), collectively referred to herein as the “Parties.” The Parties agree that this MOU replaces, supersedes, and terminates in entirety the previous MOU entered into by the Parties on September 15, 2015.

DCPS is required by the Individuals with Disabilities Improvement Education Act of 2004 (“IDEA”) and the District of Columbia Municipal Regulations (“DCMR”) to prepare students with disabilities for postsecondary education, vocational education, integrated or supported employment, continuing or adult education, adult services, independent living, or community participation upon completion of their DCPS education. Each student with a disability must have a transition plan in place as part of his/her Individualized Education Program (“IEP”) no later than the age of 11 that outlines appropriate measurable postsecondary goals related to training, education, employment, and, where appropriate, independent living skills, as well as the transition services and interagency responsibilities to assist the student in reaching these goals (20 USC § 1414(d)(1)(A)(i)(VIII); 5 DCMR § E-3009.4 – 30009.5).

Transition services, as defined by the IDEA and the Rehabilitation Act of 1973, are a coordinated set of activities designed to facilitate a child’s movement from school to post-school activities and are based on the individual child’s needs, strengths, preferences, and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation (20 USC § 1401 (34); 34 CFR 361.5(b)(55)). DDS, through RSA, is the agency responsible for providing comprehensive vocational and independent living services to persons with disabilities to promote their opportunities for employment, economic self-sufficiency and independence, under D.C. Official Code § 32-331. RSA works collaboratively with DCPS to provide transition services to students in order to ensure an uninterrupted plan of services for students from the secondary education environment to postsecondary employment training and placement.

The Workforce Innovation and Opportunity Act, enacted in July, 2014 further expanded the responsibility of DDS/RSA for the provision of transition services to include the provision of Pre-Employment Transition Services (“PETS”) to students with disabilities, which includes any student with an IEP or eligible for a 504 Plan. PETS includes the provision of the following direct services to students with disabilities:

- Job exploration counseling
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education
- Workplace readiness training to develop social skills and independent living skills; and
- Instruction in self-advocacy

In addition to these direct services, DDS/RSA is able to fund the following activities in order to improve the transition of students with disabilities from school to postsecondary education or employment:

- Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities;
- Coordinating activities with transition services provided by local education agencies under IDEA;
- Developing model transition demonstration projects; and
- Establishing or supporting partnerships involving the local education agencies, DDS/RSA, and DDS/Developmental Disabilities Administration (DDS/DDA) to achieve the goals of improved transition outcomes.

II. SCOPE OF SERVICES

A. Responsibilities of the Department on Disability Services/Rehabilitation Services Administration.

1. DDS/RSA will transfer funds to DCPS to allow it to hire three additional Workforce Development Transition Team Coordinators. The responsibilities of Workforce Development Transition Team Coordinators are described below in Section B(1).
2. DDS/RSA Vocational Rehabilitation (VR) Specialists will coordinate services with the Workforce Development Coordinator assigned to each DCPS school the VR Specialist works with. The VR Specialist will coordinate provision of monthly PETS training as well as coordination of any direct services provided by the Workforce Development Coordinator to students assigned to the VR Counselor.
3. The DDS/RSA VR Supervisors will meet monthly with the Workforce Development Coordination Supervisor and DCPS Transition Director to ensure coordination of services at each of the DCPS schools.
4. A DDS/RSA VR Specialist will be available at the school on a regular basis to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance

and counseling to students who have been found eligible for services, provide job readiness workshops for eligible and potentially eligible students, attend IEP meetings, meet with appropriate staff to discuss progress of eligible students in developing transition plans and progress toward achievement of goals identified in plans. The frequency of the VR Specialists' attendance at each school will depend on the typical number of VR referrals received from each school. This frequency and schedule for VR Specialists' presence at the school will be discussed between the VR Specialist, their supervisor and school staff at each school.

5. The DDS/RSA shared cost for a full program year for FY 2016 will be \$242,370. This is based on the cost of three full-time, grade 13, step 5 Transition Program Workforce Development Coordinators, with a salary of \$70,252 per position, and costs of \$10,538 per position for benefits.

B. Responsibilities of DCPS

1. DCPS shall hire and maintain five Workforce Development Coordinator Transition Team Staff, three of whom will be funded by DDS/RSA through this MOU, to provide the following functions:
 - a. Develop community partnerships with private businesses and government agencies that could serve as internship, job sampling and paid employment opportunities for students.
 - b. Monitor students' progress in any work based learning experience arranged through the Workforce Development Coordinator.
 - c. Provide counseling to students and their families on opportunities for enrollment in comprehensive transition or post-secondary educational programs at institutions of higher education.
 - d. Provide workplace readiness training to develop social skills and independent living.
 - e. Work with teachers to align student's transition goals to situational job sampling activities and assisting teachers with finding situational job sampling opportunities for students.
 - f. Coordinate with DDS/RSA VR Specialist and the school's IEP team to align IEP transition goals with Individualized Plan for Employment (IPE) employment goals.
2. DCPS shall track the number of students to whom it provides PETS, as defined above; and will provide to DDS/RSA a monthly list of all students who have received services, along with the student's school, DCID number and the specific PETS service provided for DDS/RSA reporting to the federal funding agency.
3. DCPS shall provide current curriculum for work readiness training sessions to DDS/RSA. The DCPS Workforce Development Supervisory Coordinator shall work with the DDS/RSA Supervisory VR Specialists and the DDS/RSA Transition Project Manager to develop monthly PETS training sessions to be provided by DDS/RSA

VR Specialists and DCPS Workforce Development Coordinators at all (10) Comprehensive DCPS schools serving transition age students.

4. The DCPS Workforce Development Supervisory Coordinator and Transition Director shall meet monthly with RSA VR Supervisory Specialists and Transition Project Manager to monitor provision of PETS services, as well as, track referrals for VR services and coordination of other transition services provided by DCPS and DDS/RSA.

C. Joint Responsibilities of DDS/RSA and DCPS

1. DDS/RSA VR Supervisory Specialists and Transition Project Manager will meet monthly with DCPS Workforce Development Supervisory Coordinator and DCPS Transition Director in order to review the status of all VR referrals and progress of all VR applications pending.
2. The monthly meeting will also be an opportunity for DDS/RSA and DCPS to discuss any challenging program issues and to plan and coordinate services, including outreach to students and families, professional development for DCPS and DDS/RSA staff, coordination of PETS services, including monthly training sessions for students and student work experiences.
3. The parties will monitor the following data monthly in order to assess the effectiveness and impact of these services on improving outcomes in transition services for DCPS students with disabilities:
 - a. Number of students with IEPs and 504 plans who submit applications for VR services.
 - b. % of students who submit applications who are determined eligible for VR services and develop an IPE.
 - c. Number of students who receive PETS services.

D. RESOLUTION OF DISPUTES

DCPS and DDS/DRS or their designees shall use best efforts to resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to the Deputy Mayor for Public Safety and Justice. The decision of the Deputy Mayor for Public Safety and Justice related to any disputes referred shall be final. In the event the parties are unable to resolve a financial issue the matter shall be referred to the Office of Financial Operations and Systems.

E. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, FERPA. Information received from DCPS by RSA and DDA in the performance of responsibilities associated with the performance of this MOU shall remain the property of DCPS.

This MOU requires DDS/RSA to provide institutional services or functions on behalf of DCPS. DDS/RSA's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information from educational records ("PII") to DDS/RSA and DCPS has determined DDS/RSA has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), a federal law that protects the privacy of student educational records. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), DDS/RSA acknowledges that (i) it has been outsourced institutional services or functions of DCPS under this MOU; (ii) their employees, agents and personnel are considered "school officials" for purposes of providing such institutional services or functions under this MOU; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this MOU; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under this MOU. According to 34 CFR § 99.33(a), DDS/RSA must (1) not disclose any PII it may have access to under this MOU to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) ensure that its employees, agents and other personnel receiving PII under this MOU only use such information for purposes of providing an institutional service or function under this MOU.

F. DURATION OF MOU AND TERMINATION

1. **TERM.** This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2016, unless terminated in writing by the Parties prior to the expiration.
2. **MOU EXTENSION.** Based on the availability of funds, DDS/RSA and DCPS may extend the term of this MOU by exercising a maximum of four one year option periods. DDS/RSA shall provide written notification of its intent to exercise an option period prior to the expiration of the MOU.

G. AMENDMENT/MODIFICATION OF THE TERMS AND CONDITIONS

Modification to this MOU shall be agreed to by each of the authorized representatives of DDS/RSA and DCPS.

H. NOTICES

The following individuals are the contact points for each Party under this MOU:

DCPS: Pamela R. Downing-Hosten, Ed.D.
Director, Secondary Transition
1200 First Street, N.E.

Washington, DC 20002
Telephone: (202) 442-4800

RSA: Andrew Reese
Deputy Director, Department on Disability Services
Rehabilitation Services Administration (RSA)
1125 15th St. N.W.
Telephone: (202) 442-8686

I. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

J. INTRA-DISTRICT FUNDING PROVISIONS

1. COST OF SERVICES

The total cost for salary and fringe benefits under this MOU shall not exceed \$242,370 (which includes salary and fringe benefits) for fiscal year 2016. Costs in subsequent years could increase based on cost of living increases in salary. DDS/RSA cannot transfer fiscal year 2016 funds until the beginning of fiscal year 2016.

2. Payment

- a. Payment for the personnel expenses shall be made through an Intra-District advance from DDS/RSA to DCPS based on the total amount of this MOU.
- b. Advances to DCPS for the services to be provided shall not exceed the amount of this MOU.
- c. DCPS will receive the advance and bill DDS/RSA through the Intra-District process only for those personnel expenses actually incurred pursuant to the terms of this MOU. DCPS shall notify DDS/RSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DCPS shall return any excess advance to DDS/RSA by September 30, 2016.

- 3. Anti-Deficiency Considerations** - The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C.

§§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IN WITNESS WHEREOF, the Parties hereby execute this MOU on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services



Laura Nuss
Director

10/20/15
Date



Andrew Reese
Deputy Director

10/20/15
Date

For the District of Columbia Public Schools



Kaya Henderson
Chancellor

10-16-15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
DEPARTMENT OF EMPLOYMENT SERVICES**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department of Employment Services (DOES or seller) and the Department on Disability Services, Rehabilitation Services Administration (DDS/RSA or buyer), collectively referred to herein as the "Parties", for the purpose of providing support for students with disabilities to have work based learning experiences.

II. PROGRAM GOALS AND OBJECTIVES

In July 2014, Congress passed and the President signed into law the Workforce Innovation and Opportunity Act ("WIOA"). This Act requires RSA to reserve 15% of its budget and expend those funds on Pre-Employment Transition Services for Students with Disabilities. Among these services are work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible.

A student with a disability under WIOA is defined as an individual with a disability who is between the ages of 16 and 21 and is eligible for, and receiving special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 *et seq.*) or is an individual with a disability, for the purposes of Section 504 of the Rehabilitation Act. *See* 29 U.S.C § 701, sec. 7(37). For the purposes of this agreement, any student between the ages of 16 and 21 who has a current Individualized Education Plan (IEP) would meet the definition of a "student with a disability."

The DOES Office of Youth Programs provides the Mayor Marion Barry Summer Youth Employment Program, which offers a six week summer employment experience for youth ages 14 to 24. Beginning in fiscal year (FY) 2015, DDS/RSA and DOES partnered to identify students with disabilities who were enrolled in SYEP who may require additional supports, such as job coaching or other supported employment services, in order to successfully engage in the SYEP program. In addition to the youth who were identified to DDS/RSA by DOES as a student with a disability, a number of students with disabilities, who required no additional supports, obtained work experience through the SYEP.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposed of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. DOES Youth Services Program shall:

1. Through its agreement with the Office of the State Superintendent of Education, identify all SYEP participants between the ages of 16 and 21 who have currently active IEPs;
2. Provide DDS/RSA with the number of students ages 16-21, with currently active IEPs, who participated in the SYEP; and the total cost paid directly to the students for their employment experience (requires only the total cost, not a cost per student);
3. Maintain this list of students, including the social security number, date of birth and confirmation from OSSE that the student had a current IEP at the time of their SYEP experience for at least three years, to be available in the event it is requested for audit by DDS/RSA's funding source, the Department of Education.

B. DDS/RSA shall:

1. DDS/RSA shall transfer funds to DOES to cover the cost of paying students with disabilities who participated in SYEP.

C. RESOLUTION OF DISPUTES

DOES and DDS/RSA or their designees shall use best efforts to resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to the Deputy Mayors for Health and Human Services and Greater Economic Opportunity. The decision of the Deputy Mayors related to any disputes referred shall be final. In the event the parties are unable to resolve a financial issue, the matter shall be referred to the Office of the Chief Financial Officer.

D. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, the Family and Educational Rights and Privacy Act (FERPA).

This MOU does not require the parties to share any confidential information regarding the students served. However, DOES is required to obtain information regarding the students' current status with OSSE (i.e., whether the student has a current IEP). DOES agrees to maintain identifying information on all students, including their name and date of birth, and records to document that the students have a current IEP. These records will be maintained securely, in the event DDS/RSA's federal funding source requires access to the records for any audits.

E. DURATION OF MOU AND TERMINATION

1. **TERM.** This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2016, unless terminated in writing by the Parties

prior to the expiration.

2. **MOU EXTENSION.** Based on the availability of funds, DDS/RSA and DOES may extend the term of this MOU by exercising a maximum of four one year option periods. DDS/RSA shall provide written notification of its intent to exercise an option period prior to the expiration of the MOU.

F. AMENDMENT/MODIFICATION OF THE TERMS AND CONDITIONS

Modification to this MOU shall be agreed to by each of the authorized representatives of DDS/RSA and DOES.

G. NOTICES

The following individuals are the contact points for each Party under this MOU:

DOES: Gerren Price
Deputy Director, Youth Workforce Development
Department of Employment Services
4058 Minnesota Avenue N.E., Washington, D.C. 20019
Telephone: (202) 698-3846

RSA: Andrew Reese
Deputy Director, Department on Disability Services
Rehabilitation Services Administration (RSA)
1125 15th St. N.W., Washington, D.C. 20005
Telephone: (202) 442-8686

H. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

I. INTRA-DISTRICT FUNDING PROVISIONS

1. COST OF SERVICES

The total cost for wages paid to eligible students participating in SYEP in the summer, 2015 session was \$250,206.15.

2. Reimbursement

- a. Reimbursement for the program expenses shall be made through an Intra-District advance from DDS/RSA to DOES based on the total amount of this MOU.
- b. These funds will be paid to DOES from DDS/RSA fiscal year (FY) 2015 funds that were reserved for Pre-Employment Transition Services.
- c. DOES will receive the advance and bill DDS/RSA through the

to the terms of this MOU, to pay wages for students with disabilities, as defined by the MOU, to have work based learning experiences during the summer, 2015. DOES shall notify DDS/RSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DOES shall return any excess advance to DDS/RSA by September 30, 2016.

3. **Anti-Deficiency Considerations** - The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. AUTHORITY FOR MOU

In accordance with the requirements under Title IV, Section 422 of the WIOA, which establishes the requirement for the provision of Pre-Employment Transition Services to Students with One-Stop Delivery Systems and Title 42 U.S.C.A., Section 1382 (d) which authorizes the payment of vocational rehabilitation services approved under Title 1 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §720 *et seq.*).


The District of Columbia Unemployment Compensation Act, D.C. Official (2001 Ed.) Section 51-113 (f) permits disclosure of data collected for the Unemployment Insurance (UI) Program to the government entity responsible for the administration of programs providing SSI.

V. TERMINATION

Either Party may terminate this MOU by giving the other Party at least thirty (30) days written notice and a status report of the individuals to whom the terminating Party has provided services pursuant to this MOU. If such notice is given, the MOU shall terminate on the date specified in the written notice, and the Parties' responsibilities for further performance of the terms of the MOU shall cease, but the Parties shall not be released from the duty to perform the MOU up to the date of termination.


IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year written below.

For the Department on Disability Services:



Laura L. Nuss
Director

10/30/15
Date



Andrew P. Reese
Deputy Director

10/30/15
Date

For the Department of Employment Services:



Deborah Carroll
Director

10/30/15
Date