# GOVERNMENT OF THE DISTRICT OF COLUMBIA EXECUTIVE OFFICE OF THE MAYOR



#### Responses to Fiscal Year 2017 Performance Oversight Questions

#### **Brian Ferguson**

Director, Mayor's Office on Returning Citizen Affairs

Submission to

Committee on Housing & Neighborhood Revitalization Chairperson Anita Bonds At-Large Councilmember

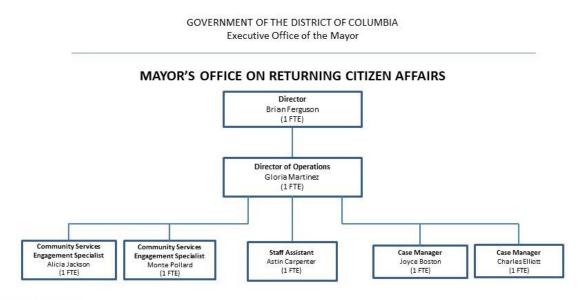
February 9, 2018

Committee on Housing & Neighborhood Revitalization John A. Wilson Building 1350 Pennsylvania Ave., NW, Suite 412 Washington, DC 20004

#### I. Agency Operations and Personnel

- 1. Please provide a complete, up-to-date organizational chart for each division within the agency including, either attached or separately, an explanation of the roles and responsibilities for each division and subdivision.
  - a. Please include a list of the employees (name and title) for each subdivision and the number of vacant positions;

#### **ANSWER:**



As of February 1, 2018

b. Please provide a narrative explanation of any organizational changes made during FY17 or FY18 to date;

**ANSWER:** In FY18, MORCA added 2 case management staff to the agency. The case managers report to the MORCA Director of Operations and the MORCA Executive Director.

c. Please describe the major functions and responsibilities of each division and subdivision of the agency;

#### **ANSWER:**

The Mayor's Office on Returning Citizen Affairs (MORCA) provides useful information for the empowerment of previously incarcerated persons in order to create a productive and supportive environment where persons may thrive, prosper and contribute to the social, political and economic development of self, family, and community.

2. Please attach in Excel a current **Schedule A** for the agency, as of February 1, 2018, with the following information for each position:

**ANSWER:** See Attachment #1.

3. For any **term or temp position** included in the schedule A and filled in FY17 or FY18 to date, please provide a brief narrative for why the hire was done on a term or temporary basis and not on a continuing basis.

**ANSWER:** MORCA has no term or temp positions.

4. Please provide the following information on any **contract workers** in your agency:

**ANSWER:** MORCA has no contract workers.

5. Please complete the following chart about the **residency of new hires** in FY17 or FY18 to date:

Number of Employees Hired in FY 2017 and FY 2018 to date

Position Type	Total Number	Number who are District Residents
Continuing	3	3
Term		
Temporary		
WAE		

6. Please list all **employees detailed** to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

**ANSWER:** No employees are detailed to or from MORCA.

7. Please provide the Committee with a list of **travel** expenses, arranged by employee for FY17 and FY18 to date, including the dates of travel, amount of expenses, and reason for travel. Please specify whether employees may be reimbursed for out-of-pocket travel expenses; and, if so, please describe agency protocol and requirements for employees to apply for and receive reimbursements for such travel expenses, such as necessary documentation, timeframes, and other requirements.

Family Reunification Trips FY17 & FY18				
Date	Amount	Where		

1/28/2017	\$1,925.00	USP Hazelton
2/18/2017	\$1,925.00	USP Hazelton
5/13/2017	\$3,885.00	USP Hazelton
6/10/2017	\$1,942.50	FCI Fairton
8/19/2017	\$1,942.50	FCI Fairton
8/26/2017	\$1,942.50	UPS Hazelton
9/23/2017	\$1,855.00	FCI Cumberland
10/21/2017	\$1,942.50	USP Allenwood
11/11/2017	\$1,855.00	FCI Petersburg
12/16/2017	\$3,612.00	USP Hazelton
1/20/2018	\$1,775.00	Rivers Correctional Facility
2/10/2018	\$1,855.00	FCI Fairton

8. Please provide the Committee with a list of the total **workers' compensation** payments paid in FY17 and FY18 to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

**ANSWER:** MORCA has paid no workers' compensation payments in FY17 or FY18 to date.

9. For FY17 and FY18 to date, please list each **employee separated** from the agency, other than due to retirement.

**ANSWER:** In FY17 and FY18, no employees were separated from MORCA.

10. Does the agency conduct annual performance evaluations of all its employees? Who conducts such evaluations? What steps are taken to ensure that all agency employees are meeting individual job requirements?

**ANSWER:** Yes. For FY18 MORCA has completed performance plans for the agency. Mid-Year reviews will be conducted to engage the employees and advise them on their progress.

11. Please provide the number of FY18 full-time equivalents (FTEs) for the agency, broken down by program and activity.

Name	Title	Vac Stat	Appt Date	Salary	Grade	Step	FTE
Ferguson, Brian	Executive Director	F	9/11/16	104,030.0 0	E1	0	1.00

Pollard, Monte	Outreach & Service Specialist	F	10/17/2 016	57,963.00	5	0	1.00
Jackson, Alicia	Comm Svcs Program Asst	F	2/16/16	45,848.00	5	6	1.0
Carpenter, Astin	Staff Assistant	F	10/3/16	40,575.00	2	0	1.0
Gloria Martinez	Director of Operations	F	7/2/17	74,710.00	ES5		1.0
Joyce Boston	Case Manager	F	10/2/17	66,950.00	5		1.0
Charles Elliot	Case Manager	F	10/16/1 7	66,950.00	5		1.0

a. Please provide the number of vacancies at the close of FY17, by program and activity, and current vacancy information.

**ANSWER:** MORCA had no vacancies at the close of FY17.

b. For each vacant position, please note how long the position has been vacant and whether or not the position has since been filled.

**ANSWER:** MORCA has no vacancies.

c. How many vacancies within the agency were posted during FY17 and FY18 to date? How many were filled during FY17 and FY18 to date?

**ANSWER:** 1 vacancy was posted for FY17 and was filled in FY17, and 2 were posted at the end of FY17. Both were filled at the beginning of FY18.

12. Please provide the salary for the top 5 earners in the administrative staff and the top 5 earners in the managerial staff. Managerial staff members are those who direct or supervise another employee or a significant component of a project.

Administrative Staff	Managerial Staff
\$66,950.00	\$104,030
\$66,950.00	\$74,710
\$57,963.00	
\$53,833.00	
\$43,575.00	

13. Please provide the average salary for administrative and managerial staff.

#### **ANSWER:**

Average Salary for MORCA Managerial Staff: \$89,370 Average Salary for MORCA Administrative Staff: \$57,854.20

14. Please provide a list of the top 5 overtime earners.

**ANSWER:** No overtime was processed by MORCA.

15. What is the total number and percentage of employees that are District residents within the agency? Please describe the methods used by the agency to increase the hiring of District residents.

**ANSWER:** 6 employees (86% of staff) are District residents. 1 staff member currently resides in Maryland, but will move into the District within 180 days of his start date, as required.

16. Please provide a list of any additional training or continuing education opportunities made available to agency employees. For each additional training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.

#### **ANSWER:**

The list of additional training made available to MORCA staff is as follows:

- 1. Handling People with Tact
- 3 Staff registered
- 2. Quality Customer Care
- 3 Staff registered
- 3. Setting Boundaries
- 3 Staff registered
- 4. Communicating Non-Defensively
- 3 Staff registered
- 5. Understanding Stress

- 3 Staff registered
- 6. Presentation Skills 101
- 1 Staff completed, 2 Staff registered
- 7. Managing Anger
- 3 Staff registered
- 8. Excel Level 1
- 1 Staff registered
- 9. Principles of Management Training
- 2 Senior Staff registered
- 10. Building High Performance Teams Training
- 2 Senior Staff completed
- 11. FMLA and Leave Management Training
- 2 Senior Staff completed
- 12. Progressive Discipline Training
- 2 Senior Staff completed
- 13. Coaching with Intention Training
- 2 Senior Staff completed
- 14. Performance Management Training
- 2 Senior Staff completed
- 15. Hatch Act Training
- All Staff (7) completed
- 16. Ethics Training
- All Staff (7) completed
- 17. Sexual Harassment Prevention Training
- All Staff (7) completed

The trainings are facilitated by the Department of Human Resources.

#### 17. Please provide the Committee with:

**a.** A list of all employees who receive cell phones, personal digital assistants, iPads, or similar communications devices at agency expense;

Employee _	Wireless Communicator
Brian Ferguson	iPad, Cell Phone
Alicia Jackson	Cell Phone
Monte Pollard	Cell Phone
Astin Carpenter	Cell Phone
Gloria Martinez	iPad, Cell Phone

b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned;

**ANSWER:** MORCA does not own, lease, or otherwise utilize any vehicles.

c. A list of travel expenses, arranged by employee;

**ANSWER:** Please see Question #7.

d. A list of the total overtime and workman's compensation payments paid in FY17 and FY18 to date.

**ANSWER:** MORCA had no overtime processed or workman's compensation claims in FY17 or FY18 to date.

18. Please provide the Committee with a list of employees who received **bonuses or special award pay** granted in FY17 and FY18, to date, and identify:

**ANSWER:** MORCA granted no bonuses or special award pay in FY17 and FY18.

19. Please provide the name of each employee who was or is on **administrative leave** in FY17 and FY18, to date. In addition, for each employee identified, please provide:

**ANSWER:** No MORCA staff were placed on administrative leave in FY17 and FY18 to date.

20. Please describe the agency's performance measurement activities, including: A list of performance measures used by the agency;

**ANSWER:** MORCA performance measures include the number of residents served, number of outreach events held, number of referrals made, number of identification vouchers issued, number of jobs connected to clients.

a. The procedures used to review and act on results;

**ANSWER:** Performance measures are tracked and discussed with staff regularly.

b. All staff and resources dedicated to performance measurement;

**ANSWER:** MORCA uses a contact management system to track cases so as to be responsive to constituents.

c. The goals and actual results for those performance measures in FY17 and an explanation of any variance between goals and results.

**ANSWER:** The goals for the performance measures were based on the actual numbers from FY16. There was a positive variance in the number of people served and voter registration. The

digitalization of our registration has allowed us to identify duplicate registrations which accounts for the decrease in new registrations.

Measurements	FY16	FY17
Number of People Served	5,844	6,287
New Registration	3,342	2,513
Voter Registration	950	1,104
Received CDL Training	164	128
ID Vouchers	2,974	2,500
Flagger Certification Training	66	72

21. Please provide a copy of the agency's FY17 performance plan. Please explain which performance plan objectives were completed in FY17 and whether they were completed on time and within budget. If they were not, please provide an explanation.

**ANSWER:** Objective 1: Continue proactive programming and services for returning citizens.

- 1. Assist Halfway House residents with social reintegration services that have returned to the District.
- 2. Provide 700 intake and assessment interviews.
- 3. Ensure returning citizens have access and awareness of agencies programs/services.
- 4. Conduct 45 outreach events between DCDOC, FBOP and Halfway House residents to ensure that DC returning citizens are aware of programs and services available to them.

Objective 2: Identify pathways to the middle class through comprehensive programming.

- 1. Connect returning citizens to employment opportunities.
- 2. Provide gender-specific employment services to women.
- 3. Provide referrals to DPW for CDL training.

Objective 3: Engage successful returning citizens to become community-change agents, equipping them with medication, leadership training and trauma awareness.

- 1. Provide returning citizens with assistance in receiving a non-driver identification card.
- 2. Increase online presence with weekly social media posts, website enhancements with related news articles and upcoming community events/activities.
- 22. Please provide a copy of your agency's FY18 performance plan as submitted to the Office of the City Administrator.

Objective 1: Continue proactive programming and services for returning citizens.

- 5. Assist Halfway House residents with social reintegration services that have returned to the District.
- 6. Provide 700 intake and assessment interviews.
- 7. Ensure returning citizens have access and awareness of agencies programs/services.
- 8. Conduct 45 outreach events between DCDOC, FBOP and Halfway House residents to ensure that DC returning citizens are aware of programs and services available to them.

Objective 2: Identify pathways to the middle class through comprehensive programming.

- 4. Connect returning citizens to employment opportunities.
- 5. Provide gender-specific employment services to women.
- 6. Provide referrals to DPW for CDL training.

Objective 3: Engage successful returning citizens to become community-change agents, equipping them with medication, leadership training and trauma awareness.

- 3. Provide returning citizens with assistance in receiving a non-driver identification card.
- 4. Increase online presence with weekly social media posts, website enhancements with related news articles and upcoming community events/activities.
- 23. Please provide the number of FOIA requests for FY17 and FY18 to date that were submitted to your agency. Include the number granted, partially granted, denied, and pending. In addition, please provide the average response time; the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.

**ANSWER:** MORCA had no FOIA requests for FY17 and FY18.

24. Please list the task forces and organizations of which the agency is a member.

- Commission on Reentry Returning Citizen Affairs
- CJCC Steering Committee
- Reentry Task Force
- Reentry Action Network

#### II. Budget

25. Please provide a table showing your agency's Council-approved original budget, revised budget (after reprogramming, etc.), and actual spending, by program and activity, for FY16, FY17, and the first quarter of FY18.

#### **ANSWER:**

		FY17			FY18		
		FY 2017	FY 2017		FY 2018	FY 2018	
		<b>Approved</b>	Expenditure		Approved	1st	
<b>Program Title</b>	CSG	Budget	S	Variance	Budget	Quarter	
	0011	\$359,471	197,651.27	161,819.24	518,433.02	135,298.1	
						6	
	0012	\$0	42,702.75	(42,702.75)	0.00	16,054.16	
	0013	\$0	\$3,687	(3,686.88)			
	0014	\$73,861	54,906.34	18,954.76	114,205.62	26,797.37	
		433,331.61	298,947.24	134,384.37	632,638.64	178,149.6	
Personnel						9	
	0020	14,465.70	14,465.70	0.00	15,686.00		
Non-	0040	42,300.00	41,900.40	399.60	142,300.00	5,554.50	
Personnel		56,765.70	56,366.10	399.60	157,986.00	5,554.50	
	Total LOCAL FUND	490,097.31	355,313.34	134,783.97	790,624.64	183,704.1	
						9	

26. Please provide as an attachment a chart showing the agency's federal funding by program for FY17 and FY18, to date.

**ANSWER:** MORCA receives the DHS FSET Grant (See Question #30).

27. Please provide a table listing every **reprogramming** of funds (i.e. local, federal and SPR) into and out of the agency for FY17 and FY18 to date, as well as anticipated inter-agency reprogramming's for the remainder of FY18. Please attach copies of the reprogramming documents, including the Agency Fiscal Officer's request memo and the attached reprogramming chart. For each reprogramming, include:

**ANSWER:** MORCA has not sent or received reprogrammed funds in FY17 or FY18.

28. Please list, in chronological order, every **reprogramming** within your agency during FY17 and FY18 to date, as well as any anticipated intra-agency reprogramming's. Please attach copies of any reprogramming documents. For each reprogramming, include:

**ANSWER:** MORCA has not sent or received reprogrammed funds in FY17 or FY18.

29. For FY17 and FY18 to date, please identify any **special purpose revenue funds** maintained by, used by, or available for use by the agency. For each fund identified, provide:

**ANSWER:** MORCA did not maintain, use, or have available to use, any special purpose revenue funds.

- 30. Please list all **memoranda of understanding** ("**MOU**") and memoranda of agreement ("MOA") entered into by your agency during FY17 and FY18 to date, as well as any MOU or MOA currently in force. (You do not need to repeat any intra-district MOUs that were covered in the question above on intra-district transfers.)
  - a. For each MOU, indicate:

#### **ANSWER:**

Agency	Fiscal Year	Date Entered	Actual/Anticipated Termination	Dollar Amount Associated
Department of Human Services	FY17	12/19/2016	9/30/2017	\$300,000
Department of Human Services	FY18	1/17/2018	9/30/2018	\$300,000
				No Dollar
Department of Corrections	FY18	10/16/2017	9/30/2018	Amount

b. Attach copies of all MOUs or MOAs, other than those for overhead or logistical services, such as routine IT services or security.

**ANSWER:** See Attachment #2.

c. Please list any additional MOUs and MOAs planned for FY18, including the anticipated agency (ies), purposes, and dollar amounts.

**ANSWER:** MORCA currently anticipates no additional MOU's.

31. Please list all **capital projects** in the financial plan and provide an update on all capital projects under the agency's purview in FY17 and FY18 to date, including projects that are managed or overseen by another agency or entity. Please provide:

**ANSWER:** MORCA has no capital projects.

32. Please describe the agency's efforts to utilize federal funding sources and other alternative funding sources.

**ANSWER:** MORCA continues to work with stakeholders to identify local and federal grant opportunities for the agency.

33. For FY17 and FY18, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

#### **ANSWER:**

#### **P-Card Purchases**

Returning Citi	zens / 2994		20	40	70	
PURCHASE			ОВЈ	ОВЈ	ОВЈ	Description of
DATE	SERVICE/SUPPLY	AMOUNT	CODE	CODE	CODE	Charges
2/21/2017	Metropolitan Office Prod.	127.98		127.98		Snacks
3/6/2017	Baron Tours	1,925.00		1,925.00		Transportation
3/6/2017	Baron Tours	1,925.00		1,925.00		Transportation
3/22/2017	Metropolitan Office Prod			1,422.00		Software
4/25/2017	Standard Office Supply	624.34	624.34			
5/17/2017	Standard Office Supply	245.27	245.27			
5/19/2017	Baron Tours	3,885.00		3,885.00		Office Support
5/20/2017	Metropolitan Office Prod.	127.32		127.32		Office Support
6/22/2017	Champion Awards	765.00		765.00		Awards
6/26/2017	Metropolitan Office Prod.	63.16		63.16		Snacks
6/26/2017	Dell	122.99			122.99	Lamp
6/27/2017	Changing Perce	1,200.00		1,200.00		Office Support
6/29/2017	Standard Office Supply	478.51	478.51			Office Supplies
7/14/2017	Senoda Inc	1,330.00		1,330.00		Printing
7/15/2017	Dell	209.99			209.99	Monitor
7/20/2017	Standard Office Supply	679.90	679.90			Office Supplies
7/21/2017	PayPal Bradleymaso	4,080.00		4.080.00		Office Support
7/27/2017	Don's Johns	795.00		795.00		Office Support
7/28/2017	Hop On Pops MoonBounce	1,193.12		1,193.12		Office Support
7/28/2017	PayPal Blackwellen	1,500.00		1,500.00		Office Support
7/28/2017	PayPal S A Enter	232.00		232.00		Office Support
7/29/2017	Don's Johns	50.00		50.00		Office Support
7/31/2017	Hop On Pops MoonBounce	1,180.01		1,180.01		Office Support
8/1/2017	Dell	67.49			67.49	Office Support
8/4/2017	Don's Johns	50.00-		50.00-		refund
8/4/2017	Senoda Inc.	95.00		95		Printing
8/11/2017	Baron Tours	1,942.50		1,942.50		Office Support
8/22/2017	Senoda Inc.	95.00		95.00		Printing
8/22/2017	Senoda Inc.	95.00		95.00		Printing
8/22/2017	Senoda Inc.	95.00		95.00		Printing
8/23/2017	Metropolitan Office	137.31				
8/28/2017	Standard Office Supply	1,472.22			1,472.22	Office Supplies
8/30/2017	Dell	1,259.94			1,259.94	Equipment

8/31/2017	Dell	1,089.00			1,089.00	Equipment
9/1/2017	A Digital Solution	3,687.00		3,687.00		Office Support
9/1/2017	A Digital Solution	3,995.00		3,995.00		Office Support
9/1/2017	Standard Office Supply	35.37	35.37			Office Supplies
9/2/2017	Dell	2,578.00			2,578.00	Equipment
9/5/2017	Metropolitan Office	574.50		574.50		Office Support
9/5/2017	Metropolitan Office	574.50		574.50		Office Support
9/5/2017	Standard Office Supply	2,585.87	2,585.87			Office Supplies
9/19/2017	Senoda Inc.	95.00		95.00		Printing
9/20/2017	Senoda Inc.	95.00-		95.00-		Refund
10/5/2017	Baron Tours	1,942.50		1,942.50		Office Support
10/5/2017	Baron Tours	1,942.50		1,942.50		Office Support
10/5/2017	Baron Tours	1,669.50		1,669.50		Office Support

- 34. **Part I:** The committee would like to better understand the agency's programmatic needs and the associated budgetary costs. Please submit copies of your FY19 budget submission to the Mayor's Office of Budget and Finance (OBF). In FY19, this includes:
  - a. The Operating Budget Submission Memo;
    - a. Attachment A, Vacancy List;
  - b. Form 1 (Impact of Agency's Marc);
  - c. Form 2 (Enhancement Requests); and
  - d. Attachment B, List of intra-districts.

#### **Part II:** In addition, please identify:

- a. Which of your agency's MARC reductions and hypothetical 2% cuts (Form 1) were accepted or rejected (i.e. if the cut was rejected, the funds were not swept and if the cuts were accepted, the funds were swept); and
- b. Which of your agency's enhancement requests (Form 2) were accepted (i.e. which enhancements were added to your agency's FY19 budget).

**Part III:** For FY17 and FY18, please include each fiscal year's information for #24 Part I and Part II. Please indicate if your agency is willingly omitting any information requests in Part I and Part II.

**ANSWER:** We are working with the Mayor's Budget Office on developing our Fiscal Year 2019 budget. The Mayor's Fiscal Year 2019 budget will be submitted to the Council on March 21, 2018.

35. Please describe any spending pressures the agency experienced in FY17 and any anticipated spending pressures for the remainder of FY18. Include a description of the pressure and the estimated amount. If the spending pressure was in FY17, describe how it was resolved, and if the spending pressure is in FY18, describe any proposed solutions.

**ANSWER:** MORCA had no spending pressures in FY17 or FY18.

#### **III.** Contracting and Procurement

36. Please list each **grant or sub-grant**, including multi-year grants, received by your agency in FY17 and FY18 to date. List the following:

**ANSWER:** FSET Grant

a. Source.

DHS

b. Purpose,

Expand upon the FSET by providing resources and job placement to serve up to 100 eligible FSET customers who are returning citizens that are registered and participating in MORCA Program.

c. Timeframe,

1 Year

d. Dollar amount received,

\$150,000

e. Amount expended,

\$93,643.26

f. How the grant is allocated if it is a multi-year grant, and

Matching Grant (\$150,000), Single-year grant

g. How many FTEs are dependent on each grant's funding, and if the grant is set to expire, what plans, if any, are in place to continue funding the FTEs.

No FTEs are dependent on the grant.

37. Please describe every **grant** your agency is, or is considering, applying for in FY18.

**ANSWER:** MORCA continues to look for grant opportunities.

38. Please list each **contract, procurement, and lease** leveraged in FY17 and FY18 to date with a value amount of \$10,000.00 or more. "Leveraged" includes any contract, procurement, or lease used by DOES as a new procurement establishment (i.e. HCA, BPA, etc.), contract extension, and contract option year execution. This also include direct payments (if applicable). For each contract, procurement, or lease leveraged, please attach a table with the following information, where applicable:

**ANSWER:** MORCA has no contracts.

39. Please list each **grant** awarded by your agency during FY17 and FY18 to date for goods and/or services provided by your agency. Please attach any documentation of monitoring, including any reports developed. For each grant, please include the following information, where applicable:

**ANSWER:** MORCA does not award grants.

40. Please describe the steps taken by the agency to provide oversight and management for contracts. Specifically, how does the agency ensure that its programmatic needs are being met and contracting actions are standardized across various programs?

**ANSWER:** MORCA has no contracts.

41. What percentage of contracts and total contracting budget at the agency was awarded to local, small, and disadvantaged business enterprises in FY17 and FY18 to date? What is the agency doing, if anything, to improve this rate?

**ANSWER:** EOM exceeded its CBE goal by 188.38% for FY 17.

- IV. Studies, Publications, Audits, Investigations, and Lawsuits
- 42. Provide a list of all publications, brochures, and pamphlets prepared by or for the agency during FY17 and FY18 to date.

**ANSWER:** Brochures and pamphlets prepared by MORCA can be found at: https://orca.dc.gov/services

43. Provide a list of all policy statements issued during FY17 and FY18 to date.

**ANSWER:** MORCA has not issued any policy statements.

44. Please list and describe any ongoing or completed investigations, studies, audits, or reports on the agency or any employee of the agency, or any investigations, studies, audits, or reports on the agency or any employee of the agency that were completed during FY17 and FY18 to date.

**ANSWER:** MORCA has no ongoing investigations, audits or studies.

45. Describe any pending lawsuits involving the agency. Identify which cases on the list are lawsuits that potentially expose the District to significant financial liability or will result in a change in agency practices, and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success. For those identified, please include an explanation about the issues involved in each case.

**ANSWER:** MORCA has no pending lawsuits.

46. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY17 or FY18, to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).

**ANSWER:** MORCA has no settlements.

47. Please list the administrative complaints or grievances that the agency received in FY17 and FY18, to date, broken down by source. Please describe the process utilized to respond to any complaints and grievances received and any changes to agency policies or procedures that have resulted from complaints or grievances received. For any complaints or grievances that were resolved in FY17 or FY18, to date, describe the resolution.

**ANSWER:** MORCA has received no administrative complaints or grievances in FY17 or FY18.

48. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any allegations received by the agency in FY17 and FY18, to date, whether or not those allegations were resolved.

**ANSWER:** All MORCA staff have been trained on sexual harassment prevention. MORCA has no allegations.

49. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and its anticipated completion.

**ANSWER:** There are no collective bargaining agreements in effect for MORCA employees.

50. Please list all reports or reporting currently required of the agency in the District of Columbia Code or Municipal Regulations. Provide a description of whether the agency is in compliance with these requirements, and if not, why not (e.g. the purpose behind the requirement is moot, etc.).

**ANSWER:** Reports can be found: https://orca.dc.gov/publication/morca-annual-report-fy-2015

51. Please provide the number of **FOIA requests** for FY17 and FY18 to date that were submitted to your agency.

**ANSWER:** No FOIA requests were submitted to MORCA for FY17 and FY18.

52. Please provide a list of all **studies, research papers, reports, and analyses** that the agency prepared or contracted for during FY17 and FY18 to date. Please attach a copy if the study, research paper, report, or analysis is complete. For each study, paper, report, or analysis, please include:

**ANSWER:** MORCA did not have any studies or research papers.

53. Please list all **reports or reporting** currently required of the agency in federal law, the District of Columbia Code, or Municipal Regulations.

**ANSWER:** Please refer to Question #50.

#### V. Information and Technology

54. Please describe how MORCA is currently using its website and social media to help fulfill its mission, including any improvements it has made in FY17 and FY18 to date, and plans it has to do so in the near future.

**ANSWER:** MORCA provides the following resources on the website: <a href="https://orca.dc.gov/">https://orca.dc.gov/</a>

- Registration form directly linked to contact management system
- Resource Map, highlighting locations for the different service providers in the District for returning citizens in all 8 Wards
- Reentry Calendar, with the most up to date information of different events/meetings/hearings/ and activities taking place in the District surrounding reentry
- Resource Sheets, providing constituents with vital information on service providers by specific need

MORCA's active use of social media (i.e. Twitter <a href="https://twitter.com/ORCA\_DC">https://twitter.com/ORCA\_DC</a>, Facebook <a href="https://twitter.com/ORCA\_DC">https://twitter.com/ORCA\_DC</a>) highlights MORCA and the Reentry community on events and draws attention on the Mayoral initiatives and legislative updates that affect the returning citizen community.

- 55. Please identify all electronic databases maintained by the agency, including the following:
  - A detailed description of the information tracked within each system;

#### **ANSWER:**

- MORCA uses a contact management system to track our constituents. This system tracks information on resident demographics, MORCA visits, and services rendered.
- MORCA uses software within the scope of the MOU established with DOC to provide coordinated (interagency) case management.
  - Identification of persons who have access to each system, and whether the public can be granted access to all or part of each system. MORCA staff has access to the software system. The public does not have access to the system.
- 56. How has MORCA attempted to improve its ability to collect data on the District's returning citizen population? Please also describe how MORCA makes use of data to ensure that its systems perform effectively.

**ANSWER:** MORCA uses the data collected directly from its constituents in the data management systems to set priorities, and to identify service needs and gaps. The data is also utilized in the formulation of advice to the Mayor with respect to the District's returning citizen population.

57. What is the agency's policy and practice with respect to the security of personally identifiable information that is maintained either digitally or in hard copy? Please provide as an attachment any applicable policy or guidance the agency follows on this matter.

**ANSWER:** MORCA follows EOM guidelines with respect to maintaining the security of personally identifiable information.

#### VI. Agency Programs and Policies

58. Please list each policy initiative of the agency during FY17 and FY18 to date. For each initiative please provide:

#### **ANSWER:**

#### 1. Creating Job Opportunities

#### i. MORCA Pathways to Work Driver License Initiative

- a. To further the Mayor's vision for the removal of barriers to employment, and to prevent the inability to afford a driver license (due to outstanding fines) from becoming a permanent obstacle to employment, MORCA created a program which offers two reduced rate settlement options for obtaining valid driver licenses.
- b. MORCA Director and Staff Assistant operate the program.
- c. No additional FTE's are assigned to the program
- d. No additional funding is budgeted for the program.

#### ii. MORCA Targeted Mini-Job-Fair Program

- a. To further the Mayor's vision for employment connection for the District's returning citizens, MORCA partners with the local private business community to host mini job fairs for returning residents. So far in FY17 and FY18 to date, 102 MORCA constituents have been connected to jobs through the program.
- b. MORCA Workforce Development Specialist Operates the program.
- c. No additional FTE's are assigned to the program
- d. No additional funding is budgeted for the program.

#### iii. CDL & Flaggers Program

- a. Pursuant to the Mayor's focus on identifying and facilitating training/certification opportunities aimed at increasing the hire ability of returning citizens, MORCA operates a CDL and flagging certification programs through the office. In FY17 and FY18, 112 MORCA constituents have obtained Flaggers Certifications; and 166 have completed CDL Class B training and obtained Class B learner's permits through the program.
- b. MORCA Workforce Development Specialist Operates the program.
- c. No additional FTE's are assigned to the program

#### 2. Ending Homelessness

#### i. Homeless Senior Housing Voucher Program

a. To continue the Mayor's vision of making homelessness in DC rare, brief and nonrecurring, especially for returning citizens and

even more especially for seniors, MORCA worked with DCHA to provide housing vouchers to homeless senior returning citizens. MORCA was allocated 10 vouchers and all ten have been assigned to a homeless senior (over 63 years of age). To date, with MORCA's assistance, 9 seniors have moved into permanent housing, and 1 is waiting to sign her lease.

- b. MORCA Director and Outreach Specialist Operate the program.
- c. No additional FTE's are assigned to the program
- d. No additional funding is budgeted for the program.

#### 3. Giving Residents a Fair Shot at a Second Chance

#### i. MORCA Family Reunification Trip Program

- a. In recognition of the tremendous effect that family unity has on avoiding recidivism, and the priority that Mayor Bowser has placed on children of incarcerated parents, MORCA has expanded its family unification trip program. Trips, which take children and other family members of DC residents incarcerated hours away from home, have been increased from quarterly (and to only 1 facility) to monthly (with a rotation of 11 facilities). So far in FY17 and FY18, MORCA has conducted 12 Family Reunification Trips; 427 family members taken
- b. MORCA Director and all staff operate the program.
- c. No additional FTE's are assigned to the program
- d. No additional funding is budgeted for the program.

#### 4. Creating a Safer Stronger DC

#### i. MORCA Reentry Support and Restorative-Justice Group Programs

- a. In response to the Mayor's directive to create programing which helps to build a Safer and Stronger DC, MORCA has partnered with nonprofits and the faith community to begin at the office weekly reentry support and mentoring groups, as well as restorative justice circles.
- b. MORCA Director and Case Management staff operate the program in partnership with nonprofit and faith institution staff.
- c. No additional FTE's are assigned to the program
- d. No additional funding is budgeted for the program.

#### 5. Inclusive Prosperity

# i. MORCA Districtwide Comprehensive Reentry Calendar and Resource Map

a. In order to promote the Mayor's vision of engaging returning citizens and the reentry community in All 8 Wards, MORCA created a Districtwide Comprehensive Reentry Calendar and Resource Map. The Reentry Calendar is updated daily and is responsive to submissions from all of MORCA's government and community partners for events, meetings, hearings, job or housing fairs, etc.... The Reentry calendar can be found on the website with the most up to date information relating to reentry activities in the District <a href="https://orca.dc.gov/page/reentry-calendar">https://orca.dc.gov/page/reentry-calendar</a>.

- b. MORCA Director of Operations and Outreach specialist operate the program.
- c. No additional FTE's are assigned to the program
- d. No additional funding is budgeted for the program.
- 59. Please describe any initiatives the agency implemented within FY17 and FY18 to date, to improve the internal operation of the agency, reduce waste, fraud and abuse, or the interaction of the agency with outside parties. Please describe the results, or expected results, of each initiative.

#### **ANSWER:**

- MORCA has completely digitized the reception area sign in process.
- MORCA has digitized the registration form this allows for better data gathering and the elimination of duplicate entries.
- MORCA successfully hired and on-boarded 2 case managers, who help to ensure accurate assessments of MORCA constituents and the active facilitation of resources to returning District residents.
- 60. Please explain the impact on the agency of any legislation passed at the federal level during FY17 and FY18 to date.

**ANSWER:** MORCA has kept abreast of legislation passed at the federal level to gauge impact on the agency. However, no legislation passed at the federal level in FY17 and FY18 to date directly impacts the work of MORCA.

61. Please describe any preparations by the agency in anticipation of policy and priority changes under the new federal administration.

**ANSWER:** MORCA has contacted the Federal Bureau of Prisons (FBOP) in anticipation of a policy development that will allow sharing of release dates for DC residents and the programs they received while incarcerated in the FBOP.

62. Please describe any programs or services the agency has been forced to cut due to decreased federal funding.

**ANSWER:** MORCA has not experienced a decrease in federal funding.

63. Please describe the agency's efforts to utilize federal grants and other alternative funding sources.

**ANSWER:** Aside from the already established DHS FSET Grant, MORCA, along with agency partners and stakeholders, continue to search for alternative funding sources.

64. What District legislation has yet to be implemented by the agency, if any? If legislation has not yet been implemented, please explain why.

#### ANSWER: None.

65. What has the agency done in FY17 and FY18 to date to make the activities of the agency more transparent to the public? In addition, please identify ways in which the activities of the agency and information retained by the agency could be made more transparent.

#### **ANSWER:**

- MORCA has developed a monthly newsletter that highlights the events held by the agency or events the agency was a part of, the newsletter is located on our website: <a href="https://orca.dc.gov/page/media-4">https://orca.dc.gov/page/media-4</a>.
- MORCA has engaged our stakeholders in roundtable events.
- MORCA consistently updates the Reentry Calendar on the website to ensure that returning citizens know of reentry events happening around the District, located here: https://orca.dc.gov/page/reentry-calendar.
- MORCA's continued use of social media platforms to provide updates on agency specific activities as well as Mayoral initiatives throughout the District.
- 66. Please describe how the agency solicits feedback from customers.

**ANSWER:** MORCA solicits feedback from constituents through community meetings around the District in order to engage the returning citizen community and identify areas of focus for the agency.

• What has the agency learned from this feedback?

**ANSWER:** MORCA has been heard repeatedly that the main concerns of the community are employment and housing.

• How has the agency changed its practices as a result of this feedback?

**ANSWER:** MORCA continues to prioritize housing and employment because of their urgency to the population.

67. Which programs at the agency are in most need of funding?

**ANSWER:** MORCA continues to be a clearinghouse for the variety of resources available to returning citizens, and continues to work diligently to facilitate connection to those resources for our residents.

68. What has the agency done in the past year to make the activities of the agency more transparent to the public? In addition, please identify ways in which the activities of the agency and information retained by the agency could be made more transparent.

**ANSWER:** Please refer to Question #65.

69. Please explain the impact on the agency of any legislation passed at the federal level during the last year. Specify such legislation and relevant provisions if possible.

**ANSWER:** Please refer to Question #60.

70. Please identify any statutory or regulatory impediments to the agency's operations.

**ANSWER:** The District's incarcerated population being housed almost exclusively in the Federal Bureau of Prisons (and most often far from home) as a result of the *Revitalization Act of 1997* is a continued impediment to the goals and operations of the Agency.

71. Please provide a copy of the agency's FY17 performance accountability report.

**ANSWER:** Please see question #21.

72. Please provide a copy of your agency's FY18 **performance plan** as submitted to the Office of the City Administrator. Please discuss any changes to outcomes measurements in FY17 or FY18, including the outcomes to be measured, or changes to the targets or goals of outcomes; list each specifically and explain why it was dropped, added, or changed.

**ANSWER:** Please see question #22.

73. What are your top five priorities for the agency? Please provide a detailed explanation for how the agency expects to achieve or work toward these priorities in FY18.

**ANSWER:** Please refer to Question #58.

#### VII. Agency-specific Questions

74. To how many returning citizens did MORCA provide services in FY17 and FY18 to date?

**ANSWER:** MORCA has provided service for 8,143 returning citizens between FY17 and FY18 to date.

75. What collaborations, initiatives, or programs have been successful in FY17 and FY18? Why were they successful?

- CDL Class B Training Program (DPW)- 166 participants successfully completed Phase 1
- Flagger Certification- 112 clients certified
- Collaboration with DPW for 25 accepted for Leaf Season Positions
- Non-Driver ID Voucher Program- 2,900 vouchers issued

- Family Reunification- 12 trips taken with a total number of 427 family members
- MORCA Pathways to Work Driver License Program- 113 constituents
- \*Additionally, please refer to Question #58
- \*\*All collaborations and initiatives/programs were deemed as successful.
- 76. For FY17 and FY18 to date, how many returning citizens has MORCA served through the Reentry Resource Center?

**ANSWER:** Please refer to Question #74.

77. MORCA received additional funding in the FY18 budget to undertake the creation of a comprehensive strategic plan. Please provide an update on this process, including a draft of the plan, if available.

#### ANSWER: MORCA is finalizing the procurement for the comprehensive strategic plan.

78. How has the addition of two case managers to MORCA's full-time staff impacted the Office's programming and capacity to serve its target population? How many returning citizens are currently utilizing MORCA's case management services?

**ANSWER:** MORCA has been able to offer comprehensive needs assessments and essential case plans to its constituents. The ability to connect returning citizens to the many resources available in the District and provide them with follow up to ensure that their needs were met. Currently all new MORCA registrants are offered case management services. Since the Case Managers began (10/16/2017), 241 of the newly registered MORCA constituents have utilized MORCA's case management services, and 103 have been scheduled for appointments.

79. What services or resource assistance does MORCA provide for returning citizens experiencing mental illness? Does MORCA monitor and/or perform any follow-up with individuals it has assisted in seeking help for mental illness?

- MORCA refers constituents with mental health needs to partner case managers at the Department of Behavioral Health.
- MORCA hosts an employee from MBI Health Services in office 4 days a week, tasked with evaluating residents' mental health needs and providing a range of services to remove those barriers.
- Additionally, MORCA also hosts a DDS employee every other Tuesday to assist constituents with their disability applications. Information can be found here: <a href="https://orca.dc.gov/service/mental-healthsubstance-abuse-assistance">https://orca.dc.gov/service/mental-healthsubstance-abuse-assistance</a>
- 80. Please describe any training or mentorship programs MORCA has instituted that are targeted toward female returning citizens. Please indicate how many women participated in these programs.

**ANSWER:** MORCA, in collaboration with the CJCC, hosts Annual Women's Reentry Conference that identified and catered to the needs of women returning citizens. In addition to the conference, MORCA (because of targeted outreach at Fairview Halfway House and the Women's Unit in the DC Jail) has seen an increase in women participating in CDL training, Flaggers certification and completing the Green Apprenticeship program, run in collaboration with one of MORCA's CBO partners.

81. For FY17 and FY18, please list any visits MORCA made, or plans to make, to corrections facilities.

#### **ANSWER:**

Date	Where	Outreach Type
1/28/2017	USP Hazelton	Family Reunification
2/18/2017	USP Hazelton	Family Reunification
5/13/2017	USP Hazelton	Family Reunification
6/10/2017	FCI Fairton	Family Reunification
8/19/2017	FCI Fairton	Family Reunification
8/26/2017	UPS Hazelton	Family Reunification
9/23/2017	FCI Cumberland	Family Reunification
10/21/2017	USP Allenwood	Family Reunification
11/11/2017	FCI Petersburg	Family Reunification
12/16/2017	USP Hazelton	Family Reunification
1/20/2018	Rivers Correctional Facility	Family Reunification
2/10/2018	FCI Fairton	Family Reunification
10/6/2017	DC Department of Corrections	Presentation
10/13/2017	DC Department of Corrections	Presentation
10/27/2017	DC Department of Corrections	Presentation
12/1/2017	DC Department of Corrections	Presentation
12/8/2017	DC Department of Corrections	Presentation
12/15/2017	DC Department of Corrections	Presentation
1/5/2018	DC Department of Corrections	Presentation
2/2/2018	DC Department of Corrections	Presentation
10/24/2017	Jessup Correctional	Presentation
11/8/2017	Petersburg Correctional Facility	Presentation

82. Please describe any programs or other efforts MORCA currently has to educate returning citizens about their voting rights and/or voter registration.

#### **ANSWER:**

• MORCA continues to register clients to vote on a daily basis as part of the intake process. In FY17 MORCA registered 1,104 voters.

- MORCA also provides, in-office, returning citizen specific literature about voting rights from the DC Board of Elections.
- 83. Please describe how MORCA's home guides are distributed to returning citizens. In your answer, please indicate whether any of the home guides reach Bureau of Prisons inmates.

**ANSWER:** MORCA regularly distributes home guides during weekly outreach to Hope Village and Fairview Halfway House. Additionally, the home guides are distributed during FBOP outreach. Lastly, the home guides are located on our website: <a href="https://orca.dc.gov/page/resource-sheets">https://orca.dc.gov/page/resource-sheets</a>.

84. Please describe MORCA's efforts to obtain additional funding and to expand its programmatic products. Please list all applications MORCA has submitted for local and federal RFA funding opportunities for reentry.

**ANSWER:** MORCA continues to engage with and maintain relationships/partnerships with government agencies and community organizations, and to utilize new relationships to expand the agency's connection to services for DC returning citizens. No RFA funding has been requested by MORCA.

85. In response to FY17 Performance Oversight Pre-Hearing Questions, the Office expressed that it was in talks with the University of the District of Columbia (UDC), UDC Community College Workforce Development Program, and Georgetown University regarding potential partnership opportunities. Please provide an update on the status of these relationships.

#### **ANSWER:**

- (UDC): MORCA has met with the Director of the UDC Community College Workforce
  Development Division and is finalizing an agreement that will have UDC staff detailed to
  MORCA once a week for in-house office hours, allowing MORCA constituents the
  opportunity to receive information about the programing and curriculum at UDC and to
  sign up at the office.
- (Georgetown): MORCA coordinated with the Georgetown Prison Justice Initiative and the Department of Corrections to create the Georgetown Prison Scholars Program in DC Jail.
- 86. In response to FY17 Performance Oversight Pre-Hearing Questions, the Office expressed that leadership was reviewing the legislation concerning certificates of good standing to determine the best path for implementation. What is the status of the program? To date, has MORCA issued any certificates of good standing?

**ANSWER:** MORCA has not issued any certificates of good standing. MORCA leadership is reviewing the legislation to determine the best way to implement the certificate of good standing.

87. The FY18 budget included funding for a new "Portal of Entry" for returning citizens who are re-entering the community after time in the District of Columbia Jail. Please describe

MORCA's role in the planning and/or implementation of the Portal, including any anticipated staff-level involvement.

#### **ANSWER:**

- MORCA has been involved with the planning and development of the Portal of Reentry through numerous meetings and planning sessions with the Stakeholder group, DOC, and the Office of the Deputy Mayor for Public Safety and Justice.
- MORCA will not have staff detailed at the Portal, but will instead have ongoing
  constituent debriefs to efficiently manage the handoff from the Portal to MORCA case
  managers.
- 88. Please describe how MORCA has incorporated into its programming and operations the advice, input, or other feedback from the Commission on Re-Entry and Returning Citizen Affairs.

#### **ANSWER:**

- MORCA has advised the Mayor on record sealing and expungement legislation based on feedback from the Commission.
- MORCA program, the Pathways to Work Driver License Program is as a direct result of
  consultation with the Commission around how to best build off the Mayor's proposal to
  stop the revocation of licenses based on drug convictions.

#### VIII. Commission on Re-Entry and Returning Citizen Affairs

89. Please provide a list of the Commission on Re-Entry and Returning Citizen Affairs' ("the Commission") current members. For each member, please provide the following:

First	Last					
Name	Name		Began	Expires		
Marcus	Bullock	Public member	6/1/2016	8/4/2018	Ward 5	marcus.bullock@dcbc.dc.gov
Stenise	Sanders	Public Member	6/1/2016	8/4/2018	Ward 4	steniserolle.sanders@dcbc.dc.gov
Decarlo	Washington	Public member	6/1/2016	8/4/2019	Ward 7	decarlo.washington@dc.gov
Corwin	Knight	Public member	6/1/2016	8/4/2019	Ward 8	corwin.knight@dcbc.dc.gov
Nicole	Porter	Public member	6/1/2016	8/4/2019	Ward 4	nicole.porter@dcbc.dc.gov
Eric	Weaver	Public member	6/1/2016	8/4/2019	Ward 8	eric.weaver@dcbc.dc.gov
Tanisha	Murden	Public member	6/1/2016	8/4/2019	Ward 6	tanisha.murden@dcbc.dc.gov
Clarence	Johnson	Public Member	6/1/2016	8/4/2019	Ward 8	clarence.johnson@dcbc.dc.gov
Paula	Thompson	Public Member	6/1/2016	8/4/2019	Marylan d Resident	paula.thompson@dcbc.dc.gov
James	Berry, Jr.	Public member	7/14/2014	8/4/2020	Ward 4	james.berry@dcbc.dc.gov

Charles	Thornton	Office of Human Rights (OHR) Designee	2/28/2017	01-02- 2019	Ward 4	charles.thornton@dc.gov
Brian	Ferguson	Director of the Mayor's Office on Returning Citizen Affairs (MORCA)	9/11/2016	01-02- 2019	Ward 4	brian.ferguson@dcbc.dc.gov
Charles	Dotson III	Department of Youth Rehabilitative Services (DYRS) Designee	11/5/2016	01-02- 2019	Marylan d Resident	charles.dotson@dc.gov
Dallas	Williams	Department of Human Services (DHS) Designee	11/5/2016	01-02- 2019	Ward 7	dallas.williams@dc.gov
Moses	Nunez	Department of Housing and Community Development (DHCD) Designee	11/29/201 6	1/1/2019	Ward 8	moses.nunez@dc.gov
Drew	Hubbard	Department of Housing and Community Development (DHCD) Designee	11/29/201 6	1/1/2019	Ward 8	drew.hubbard@dc.gov
Michael	Aniton	Office of the State Superintendent of Education (OSSE) Designee	11/29/201 6	1/1/2019	Ward 4	michael.aniton@dc.gov
Retna	Pullings	Department of Behavioral Health (DBH) - Addiction Prevention and Recovery Administration Designee	11/1/2017	1/2/2019	Ward 1	retna.pullings@dc.gov
Charles	Jones	Department of Employment Services (DOES) Designee	11/5/2016	1/2/2019		charles2.jones@dc.gov
Kristen	Jones	Department of Consumer and Regulatory Affairs (DCRA) Designee	2/27/2017	1/2/2019	Marylan d Resident	kristen.jones@dc.gov
Delores	Mason	Department of Behavioral Health (DBH) Designee	10/18/201 6	1/2/2019	Marylan d Resident	delores.mason@dc.gov

90. Please provide a list of any vacancies on the Commission, including vacant ex-officio positions.

**ANSWER:** The Commission has five vacancies.

91. Please provide a list of the Commission's meeting dates, times, and locations, whether a quorum was reached, for FY17 and FY18 to date.

Date	Time	Quorum Reached?			
Fiscal Year 2017					
		2100 Martin Luther King Ave.			
		SE			
Thursday, January 05, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
		2100 Martin Luther King Ave.			
		SE			
Thursday, February 02, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
		2100 Martin Luther King Ave.			
TI 1 M 1 00 2017	C 00DM 0 00DM	SE C C P	37		
Thursday, March 09, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
		2100 Martin Luther King Ave. SE			
Thursday, April 06, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
Thursday, April 00, 2017	0.00111-6.00111	2100 Martin Luther King Ave.	168		
		SE			
Thursday, May 04, 2017	6:00PM-8:00PM	3rd Floor Conference Room	N/A		
Thursday, May 04, 2017	0.001 141 0.001 141	2100 Martin Luther King Ave.	1 1/11		
		SE			
Wednesday, June 07, 2017	6:00PM-8:00PM	3rd Floor Conference Room	N/A		
		2100 Martin Luther King Ave.			
		SE			
Thursday, July 13, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Meeting Cancelled		
		2100 Martin Luther King Ave.			
		SE			
Wednesday, August 09, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
		2100 Martin Luther King Ave.			
		SE			
Thursday, September 07, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
Fiscal Year 2018		T			
		2100 Martin Luther King Ave.			
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Thursday, October 05, 2017	6:00PM-8:00PM	3rd Floor Conference Room	Yes		
		2100 Martin Luther King Ave.			
Thursday, November 00, 2017	6.00DM 8.00DM	SE 3rd Floor Conference Poom	Yes		
Thursday, November 09, 2017	6:00PM-8:00PM	3rd Floor Conference Room 2100 Martin Luther King Ave.	res		
		SE			
Thursday, December 14, 2017	6:00PM-8:00PM	3rd Floor Conference Room	No		
1101000, 20011001 17, 2017	5.00111 0.001 WI	2100 Martin Luther King Ave.	110		
		SE			
Thursday, January 11, 2018	6:00PM-8:00PM	3rd Floor Conference Room	Yes		

<sup>92.</sup> Please attach a copy of the Commission's statutorily required annual report for FY15, FY16, and FY17.

**ANSWER:** MORCA Annual reports are located on the MORCA web-site: <a href="https://orca.dc.gov/publication/morca-annual-report-fy-2015">https://orca.dc.gov/publication/morca-annual-report-fy-2015</a>.

93. Did the Commission receive funds in FY17 and FY18 to date? If so, please provide the following:

**ANSWER:** The Commission did not receive any funds.

94. Please describe the Commission's activities in FY17 and FY18 to date.

**ANSWER:** There have been 13 Commission meetings in both FY17 and FY18.

95. Please describe the Commission's goals in FY18 and the plan/timeline for completion.

**ANSWER:** MORCA will work with the Chairman and the Commission members to further the mission of the agency.

96. What are the Commission's biggest strengths?

**ANSWER:** The Commissioners individually have a long history of helping and organizing those in the reentry community. They also provide mentorship and connect those residents in need with available resources.

97. What challenges does the Commission face?

**ANSWER:** The Commission faces the challenge in addressing and attempting to correct the depth and breadth of the need and the height of the barriers for this historically underserved and stigmatized community.

98. Is the Commission required to post meeting notes or agendas online? Has it done so?

**ANSWER:** Yes. The meeting notes and agendas can be found on the MORCA website: https://orca.dc.gov/page/commission-re-entry-and-returning-citizen-affairs

99. How does the Commission represent and solicit feedback from residents? Please answer the following:

**ANSWER:** The Commission conducts monthly public meetings, attends Mayoral events, and engages with their networks and organizations to solicit feedback from residents and the community.

100. What is being done to promote greater diversity in the composition of the Commission's membership?

**ANSWER:** The Commission has a diverse group of Mayoral Appointees.

101. Please describe what the Commission has done to develop relationships with federal and local agencies and organizations that work with returning citizens.

**ANSWER:** The Commissioners rely on their networks to coordinate, assist, and provide information to the reentry community about programs and resources.

102. Please list any public hearings at which Commission members testified on issues confronting returning citizens during FY17 and FY18 to date.

#### **ANSWER:**

- Chairman Lewis and Commissioner Weaver both testified at the Returning Citizens Opportunity to Succeed Amendment Act on December 7, 2017
- Commissioner Porter testified at DC Voting Rights Notification Act on January 25, 2018
- 103. Does the Commission collect data that indicates the level of cooperation received from the community help agencies, governmental entities, and individuals to assist returning citizens with reintegration into the community following incarceration or parole?

**ANSWER:** The commission does not collect data.

### GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES



Office of the Director

#### **MEMORANDUM**

TO:

Brian Ferguson

Director

Mayor's Office of Returning

Citizen Affairs

FROM:

Laura Green Zeilinge

Director

DATE:

DEC 9 - 2016

SUBJECT:

Fiscal Year 2017 Modification Number One to the Memorandum of

Understanding between the District of Columbia Department of Human Services and the Mayor's Office on Returning Citizen Affairs –FSET Employment and Training Program – FSET re-entry services for Returning Citizens participating in

the Mayor's Office on Returning Citizen Affairs Program

This memorandum transmits for your review and approval one (1) original of the above-referenced Fiscal Year (FY) 2017 Modification Number One (1) to the Memorandum of Understanding (MOU) between DHS and the Mayor's Office on Returning Citizen Affairs (MORCA).

The purpose of the original FY 2016 MOU was to expand upon the DHS Economic Security Administration (ESA) Food Stamp Employment and Training (FSET) program by providing educational services, resources, and job placement to serve up to one hundred (100) eligible FSET customers who are returning citizens that are registered and participating in the MORCA program. The MOU was made pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, effective August 22, 1996 (Pub. L. No. 104-193; 42 U.S.C. §§ 601, et seq.), as amended; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code § 4-205.01, et seq.), as amended; D.C. Official Code 1-301.01(k); and any other applicable District or federal law, regulation, or policy. The period of the MOU was from October 1, 2015 through September 30, 2016. The amount of the MOU was three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for FSET customers. The total reimbursable amount did not exceed one hundred fifty thousand dollars and zero cents (\$150,000.00) in Federal FSET funding.

DHS now approves Modification Number One (1) to the MOU which renews the MOU for FY 2017. The effective period of the Modification Number One (1) is from October 1, 2016 through September 30, 2017 and the amount of the MOU shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for

Memorandum to Brian Ferguson Page 2

FSET customers. The total reimbursable amount shall not exceed one hundred fifty thousand dollars and zero cents (\$150,000.00) in FY 2017.

Please sign and return the original to my office. If you have any questions or concerns, please contact Mary Thea Proctor, FSET Program Manager, DHS/ESA, at (202) 715-7804.

LGZ/rw

Attachments

#### MODIFICATION NUMBER ONE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN

# THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES ECONOMIC SECURITY ADMINISTRATION

AND

# THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS FOR

#### **FISCAL YEAR 2017**

This Memorandum of Understanding (MOU) executed February 26, 2016 was entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, and the Mayor's Office on Returning Citizen Affairs (MORCA) the seller agency, collectively referred to herein as the "Parties". The Parties now desire to modify the MOU as follows:

I. Section II. PROGRAM GOALS AND OBJECTIVES: The second paragraph is deleted and replaced with the following:

"This MOU recognizes that MORCA will recruit and refer returning citizens, in conjunction with its partnership with the DHS/FSET program including, but not limited to those FSET customers who are returning citizens, and are referred to MORCA, through FSET's vetting. The purpose of this MOU with MORCA is to expand upon the FSET program by providing educational services, resources, and job placement to serve up to one hundred (100) eligible FSET customers through MORCA. The additional services funded, in part, by this MOU shall allow FSET customers to:

- A. Receive educational training and/or work accommodations made to ensure that these customers are successful in their training and work endeavors;
- B. Receive services that help them enhance their workforce development skills so that they can transition to job or professional development training, postsecondary education and/or employment;
- C. Gain assignment to trained Vocational Development Specialist who will conduct case management throughout the fiscal year and provide an initial Food Stamp Comprehensive Assessment (FSCA);
- D. Receive one-to-one career coaching, counseling, and access to the FSET computer lab; and
- E. Receive a referral to a Community-Based Partner who specializes in providing sector and industry based certifications and trainings."
- II. Section IV. DURATION OF MOU, Sub-sections A. C. are hereby deleted and Sub-section A. is replaced with the following:
  - "A. The period of this MOU shall be from October 1, 2016 through September 30, 2017, unless terminated in writing by the Parties prior to the expiration."

DCU# 16045 OGC# 19845

# III. Section VI. FUNDING PROVISIONS, Sub-section A. COST OF SERVICES is hereby deleted and replaced with the following:

"Total cost of services under this MOU shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for Fiscal Year (FY) 2017 on eligible training and employment services for one hundred (100) FSET customers with fifty percent (50%) of this cost being reimbursed with federal funds based on approval of the FY 2017 State Plan by FNS. The total reimbursable amount shall not exceed on hundred fifty thousand dollars and zero cents (\$150,000.00), provided all costs and expenditures shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2017."

## IV. Section VI. FUNDING PROVISON, Sub-section B. PAYMENTS number 2 is hereby deleted and replaced with the following:

- "2. The invoices shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers (3) overhead, (4) all other costs and (5) expenditures, provided, all costs and expenditures shall not exceed three hundred thousand dollars and zero cents (\$300,000) in local dollars for FY 2017."
- V. Section XII. NOTICE: this section is hereby replaced with the following:

"The following individuals are the point of contacts for this MOU:

For DHS:

Mary Thea Proctor FSET Program Manager

Economic Security Administration

2100 Martin Luther King, Jr. Avenue, S.E.

Suite 301, 3<sup>rd</sup> Floor Washington, DC 20020

Phone: (202) 715-7804

Email: marythea.proctor@dc.gov

Carlous Price, FSET Program Analyst Economic Security Administration

2100 Martin Luther King, Jr. Avenue, S.E.

Suite 301, 3<sup>rd</sup> Floor Washington, DC 20020

Phone: (202) 299-3544

Email: carlous.price@dc.gov"

For MORCA:

Brian Ferguson

Director

Mayor's Office of Returning Citizen Affairs

2100 Martin Luther King, Jr. Avenue, S.E.

Suite 301, 1<sup>st</sup> Floor Washington, DC 20020 Phone: (202) 715-7670

Email: brian.ferguson@dc.gov

All other terms and conditions of the MOU shall remain the same.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

Date

FOR THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS:

Director

### GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES



Office of the Director

#### **MEMORANDUM**

TO:

Brian Ferguson

Director

Mayor's Office on Returning

Citizens Affairs

FROM:

Laura Green Zeilinger

Director

DATE:

JAN 9 - 2018

SUBJECT:

Fiscal Year 2018 Modification Number Two to the Memorandum of Understanding between the Department of Human Services and the Mayor's Office on Returning Citizen Affairs – Supplemental Nutrition Assistance Program Employment and Training Program Re-entry Services for Returning Citizens participating in the Mayor's Office on Returning Citizen Affairs programs

This memorandum transmits for your review and approval one (1) original of the above-referenced Fiscal Year (FY) 2018 Modification Number Two (2) to the Memorandum of Understanding (MOU) between DHS and the Mayor's Office on Returning Citizen Affairs (MORCA).

The purpose of the original FY 2016 MOU was to expand upon the DHS Economic Security Administration (ESA) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (SNAP E&T) program by providing educational services, resources, and job placement to serve up to one hundred (100) eligible SNAP E&T customers who are Returning Citizens that are registered and participating in the MORCA program. The MOU was made pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, effective August 22, 1996 (Pub. L. No. 104-193; 42 U.S.C. §§ 601, et seq.), as amended; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-205.01, et seq.), as amended; D.C. Official Code 1-301.01(k); and any other applicable District or federal law and regulation. The period of the MOU was from October 1, 2015 through September 30, 2016. The amount of the MOU was three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for SNAP E&T customers.

The purpose of Modification Number One (1) was to renew the MOU for FY 2017 and award funding in the amount not to exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for SNAP E&T customers.

Memorandum to Brian Ferguson Page 2

DHS now approves Modification Number Two (2) which renews the MOU for FY 2018. The effective period of the Modification Number Two (2) is from October 1, 2017 through

September 30, 2018 and the amount of the MOU shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for SNAP E&T customers.

Please sign and return the original to my office. If you have any questions or concerns, please contact Mary Thea Proctor, SNAP E&T Program Manager, DHS/ESA, at (202) 715-7804.

LGZ/mb

Attachments

# MODIFICATION NUMBER TWO TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES

# AND THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS FOR FISCAL YEAR 2018

This Memorandum of Understanding (MOU) dated February 26, 2016 was entered into between the Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, and the Mayor's Office on Returning Citizen Affairs (MORCA) the seller agency, collectively referred to herein as the "Parties". The Parties now desire to modify the MOU as follows:

- I. Section IV. DURATION OF MOU: Sub-section A is hereby deleted and replaced with the following:
  - "The period of this MOU shall be from October 1, 2017 through September 30, 2018, unless terminated in writing by the Parties prior to the expiration".
- II. Section VI. FUNDING PROVISIONS: Sub-section A. COST OF SERVICES is hereby deleted and replaced with the following:
  - "Total cost of services under this MOU shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2018 on eligible training and employment services for 100 FSET customers with 50% of this cost being reimbursed with federal funds based on approval of the FY 2018 State Plan by FNS. The total reimbursable amount shall not exceed one hundred fifty thousand dollars and zero cents (\$150,000.00), provided all costs and expenditures shall not exceed the three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2018."
- III. Section VI. FUNDING PROVISON: Sub-section B.2 PAYMENTS is hereby deleted and replaced with the following:
  - "B.2. The invoices shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers (3) overhead, (4) all other costs and (5) expenditures, provided all costs and expenditures shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2018."

DCU# 1622B

# IV. Section XII. NOTICE: This section is hereby deleted and replaced with the following:

"The following individuals are the point of contacts for this MOU:

For DHS:

Mary Thea Proctor
SNAP E&T Program Manager
DHS/Economic Security Administration
2100 Martin Luther King, Jr. Avenue, S.E.

Suite 310, 3<sup>rd</sup> Floor Washington, DC 20020 Phone: (202) 715-7804

Email: marythea.proctor@dc.gov

Naomi Mersha

SNAP E&T Grants Management Specialist DHS/Economic Security Administration 2100 Martin Luther King, Jr. Avenue, S.E.

Suite 301, 3<sup>rd</sup> Floor Washington, DC 20020 Phone: (202) 671-2162 Email: naomi.mersha2@dc.gv For MORCA:

Brian Ferguson, Director

Mayor's Office on Returning Citizen

Affairs

2100 Martin Luther King, Jr. Avenue, S.E.

Suite 100, 1st Floor Washington, DC 20020 Phone: (202) 715-7670

Email: brian.ferguson@dc.gov

All other terms and conditions of the MOU shall remain the same.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

Laura Green Zeilinger

Director

JAN 9 - 2018

Date

FOR THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS:

Brian Ferguson

Director

Data //

# Data Sharing Agreement Between The Mayor's Office on Returning Citizen Affairs And The Department of Corrections FY 2018

#### I. INTRODUCTION

This Data Sharing Agreement (the "Agreement") is made and entered into by and between the Mayor's Office on Returning Citizen Affairs ("MORCA") and the D.C. Department of Corrections ("DOC"). MORCA and DOC shall individually be known herein as a "Party" and collectively as the "Parties."

The mission of MORCA is to provide advocacy for the empowerment of previously incarcerated persons by providing services and information to enhance social, political and economic development. The agency strives to assist returning citizens with developing an environment where they can thrive and uplift their family and community.

The mission of the DOC is to provide a safe, secure, orderly and humane environment for the confinement of pretrial detainees and sentenced inmates, while affording those in custody meaningful rehabilitative opportunities that will assist them to constructively re-integrate into the community. As a correctional agency, DOC provides directly or through contractors a variety of programs to inmates housed at DOC facilities, including programming and initiatives enhancing successful reentry.

The intent of this Agreement is to coordinate the case management services between MORCA and DOC for newly released returning citizens, including, but not limited to the sharing of information for the purpose of connecting returning citizens to services within the community. This Agreement sets forth the data sharing responsibilities and expectations of the Parties.

#### II. RECITALS

- A. DOC and MORCA desire to enter into a Data Sharing Agreement to facilitate the disclosure of pertinent case management information such as risk and needs assessment data between MORCA and DOC to provide comprehensive case management services to previously incarcerated individuals.
- B. 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 law governing the protection of sensitive information pertaining to offenders (e.g., the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts). The parties shall

Data Sharing Agreement Page 1 of 6 comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

C. In consideration of the mutual promises below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

#### III. EFFECTIVE DATE AND DURATION

The duration of the Agreement shall be from October 1, 2017 until September 30, 2018, unless terminated by the Parties before the Agreement expires. This Agreement may be renewed for additional terms by agreement of both Parties as long as such a renewal is reduced to writing, for a period not to exceed each fiscal year and is attached to the original of this Agreement.

#### IV. AUTHORITY FOR AGREEMENT

The Parties are authorized to enter into this Agreement pursuant to D.C. Official Code § 1-301.01(k).

#### V. MODIFICATIONS AND EXTENSIONS

Modification or extension of this Agreement shall be in writing, in the form of an amendment signed and dated by authorized representatives of each of the Parties.

#### VI. MORCA OBLIGATIONS

- A. MORCA agrees to provide case management services to returning citizens. These case management services include, but are not limited to, the administration of the NorthPointe COMPAS risk and needs assessment tool identified by DOC.
- B. MORCA agrees that it shall only request, access, use, maintain and disclose data obtained from DOC in accordance with the terms of this Agreement.
- C. MORCA will enter NorthPointe COMPAS risk and needs assessment information and community connection information into a shared database for DOC to view and utilize for the purposes of continuity in case management.
- D. MORCA will ensure that any staff, agents, affiliates, contractors, or subcontractors that create, receive, maintain or transmit information on behalf of MORCA agree in writing to the same restrictions, conditions and requirements, including but not limited to those relating to termination of the Agreement for improper disclosure. Further, MORCA shall implement and maintain sanctions against agents and contractors, if any, that violate such restrictions, conditions and requirements.

Data Sharing Agreement Page 2 of 6

#### VII. DOC OBLIGATIONS

- A. DOC agrees that it shall only request, access, use, maintain and disclose data obtained from MORCA for the purposes of continuity of case management.
- E. DOC shall provide case management training to the MORCA staff, to include training for the NorthPointe COMPAS risk and needs assessment tool.
- F. DOC will provide licenses for the NorthPointe COMPAS for the two MORCA staff.
- G. DOC will ensure that any agents, including contractors and subcontractors, that create, receive, maintain or transmit information on behalf of DOC agree in writing to the same restrictions, conditions and requirements, including but not limited to those relating to termination of the Agreement for improper disclosure. Further, DOC shall implement and maintain sanctions against agents and contractors, if any, that violate such restrictions, conditions and requirements.
- H. If DOC knows of a pattern of activity or practice by the MORCA that constitutes a material breach or violation of the MORCA's obligations under this Agreement, DOC will take reasonable steps to cure the breach or end the violation.

#### VIII. TERMINATION

- A. Any Party may terminate this Agreement at any time upon ninety (90) days written notice to the other Party. This Agreement may also be terminated immediately by either Party for the following reasons:
  - i. Lack of funding:
  - ii. Lack of Congressionally approved budget;
  - iii. Changes in applicable law;
  - iv. Changes in a District or federal policy affecting the services described in this Agreement;
  - v. Changes in the structure or the nature of the program covered by this Agreement:
  - vi. Elimination of the program or services covered by this Agreement; and
  - vii. Failure of the other Party to comply with District and federal laws, rules or regulations.
- B. In the event of a breach, either Party may, in its discretion: (i) immediately terminate this Agreement; (ii) provide an opportunity for the other Party to cure the breach or end the violation and terminate this Agreement if breach or violation is not cured within a period not to exceed 30 days; or (iii) report the violation to the Deputy City Administrator and Deputy Mayor for Public Safety and Justice if neither termination nor cure is feasible.
- C. Any provision related to the use, disclosure, access, or protection of case management information or that by its terms should survive termination of this Agreement shall survive termination. Upon termination of this Agreement for any reason, DOC shall

continue to maintain all case management information obtained from MORCA in accordance with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated

#### IX. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate any party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341. The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, 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.

#### X. NOTICE

Any notice required pursuant to this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed electronic mail delivery (email), facsimile or delivered personally to the Party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notice shall be sent to the following addresses:

To DOC:

Quincy L. Booth, Director Department of Corrections 20000 14<sup>th</sup> Street, NW Seventh Floor Washington, DC 20009 To MORCA:

Brian Ferguson, Director
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Jr Avenue,
SE, Suite 100,
Washington, DC 20020
Brian.Ferguson@dc.gov

#### XI. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Parties except as specifically stated herein. This Agreement is made for the benefit of the parties hereto and not for the benefit of any third party.

Data Sharing Agreement Page 4 of 6

#### XII. CONFIDENTIAL INFORMATION

The parties to this Agreement will use, restrict, safeguard and dispose of all information related to services provided by this Agreement, in accordance with all relevant federal and local statutes, regulations and policies.

#### XIII. CONTROLLING LAWS AND REGULATIONS

The parties to this Agreement will use, restrict, safeguard and dispose of all information related to the services provided by this Agreement in accordance with all relevant and applicable federal and local statutes, regulations and policies, including but not limited to law governing the protection of sensitive information pertaining to offenders (e.g., the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts). The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

#### XIV. LIABILITY

Each Party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to it pursuant to federal, state, or local law. No Party agrees to insure, defend, or indemnify another.

#### XV. NOTICE OF CLAIMS

Each Party shall promptly inform the other Party of any information related to the provision of services under this Agreement, which could reasonably lead to a claim, demand or liability of or against the other Party or the District by any third party.

#### XVI. PUBLICITY AND MEDIA

No Party shall issue a publicity release or conduct a media interview in connection with the activities that are the subject of this Agreement without prior consent by the other Party.

#### XVII. SEVERABILITY

This Agreement shall be deemed severable and any provision of this Agreement that violates any law, statute, rule, or regulation of the District of Columbia or the United States, or is otherwise invalid or unenforceable, shall be deemed to be severed and shall not affect the enforceability of any other provision thereof.

#### XVIII. HEADINGS/COUNTERPARTS

Data Sharing Agreement Page 5 of 6 The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

#### XIX. JOINTLY DRAFTED

This Agreement shall be deemed to have been drafted by all Parties and, in the event of a dispute, shall not be construed against any Party on that basis.

#### XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes any and all other agreements between the parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.

#### XXI. NO WAIVER

No delay or failure of either Party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

#### XXII. CHOICE OF LAW

This Agreement shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the District of Columbia and the United States of America.

#### XXIII. AUTHORITY OF THE PARTIES

By executing this Agreement, each Party represents to the other Party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives and to become effective as of the Effective Date.

MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS

By:

Date: 10/16/17
Print Name: Brian Ferguson

Print Title: Director

**DEPARTMENT OF CORRECTIONS** 

Date: \_\_/0//2

Print Name: Quincy L. Booth

Print Title: Director

Data Sharing Agreement Page 6 of 6

#### MAYOR'S OFFICE ON RETURNING CITIZENS AFFAIRS

				Schedule A												
							Fringe									Reg/Temp/
Title	Name	Hire Date	Vac Stat	Grade	Step	Salary	Benefits	FTE x Dist 9	Pay	Appr Year	Agency	Index	PCA	Fund Code	F/P Time	Term
Executive Director	Brian Ferguson	1/26/2015	F	E1	0	104,030.00	21,326.15	1	DX	18	AA0	50008	50080	0100	F	Reg
Case Manager	Charles Elliott	10/16/2017	F	5	0	66,950.00	13,724.75	1	XS	18	AA0	50008	50080	0100	F	Reg
Case Manager	Joyce Boston	10/1/2017	F	5	0	66,950.00	13,724.75	1	XS	18	AA0	50008	50080	0100	F	Reg
Community Services Program Ass	Alicia Jackson	2/16/2016	F	8	9	53,833.00	11,035.77	1	DS	18	AA0	50008	50080	0100	F	Term
Director of Operations	Gloria Martinez	4/18/2016	F	5	0	74,710.00	15,315.55	1	XS	18	AA0	50008	50080	0100	F	Reg
Outreach & Service Specialist	Monte Pollard	10/17/2016	F	5	0	57,963.00	11,882.42	1	XS	18	AA0	50008	50080	0100	F	Reg
Staff Assistant	Astin Carpenter	10/3/2016	F	2	0	43,575.00	8,932.88	1	XS	18	AA0	50008	50080	0100	F	Reg