GOVERNMENT OF THE DISTRICT OF COLUMBIA Office of Risk Management



MEMORANDUM

TO:

Lolita Alston, Acting Director

Office of Legislative Support, EOM

FROM:

Jed Ross Jed V2

Chief Risk Officer

Office of Risk Management

Mohamed Mohamed

Associate Chief Financial Officer Government Operations Cluster

DATE:

February 8, 2017

SUBJECT:

Request for Reprogramming - Local PS to NPS Fund within the Office of Risk

Management fund (RK0): \$248,000

The purpose of this request is to reprogram local personnel services funding from CSG 11, CSG 12 and CSG 14 to local non- personal services CSG 40, CSG30 and CSG 70, to ensure that the Office of Risk Management's budgetary resources are available to cover the projected costs associated training/ professional services and equipment needs for the remainder of FY17.

Why are the funds needed?

These local funds are needed to ensure that the Office of Risk Management Fund's budgetary resources are available to cover the projected non-personnel service costs for equipment and training/professional services.

Is this a reprogramming to restore a budget cut authorized by the Mayor and/or Council?

No, this reprogramming does not restore a budget cut authorized by the Mayor nor Council.

Why are the funds available?

Funds are available in local personnel services due to vacancy savings and salary hiring lapses for a number of vacancies for newly authorized positions in FY17.

What hardship will the District face if the action is postponed until the subsequent fiscal year?

The postponement of this reprogramming will result in a lapse of funding in FY17, and the funding not being available in FY18.

What programs, services or other purchases will be delayed as a result of the action, and the impact on the program or agency?

The agency will not be able to provide additional safety training to better protect District employees, pursue additional professional services needed to properly administer agency programs which will save taxpayers money, or correct equipment concerns within the office. No negative impact is anticipated as a result of this reprogramming.

Should you have any questions, please contact Michael Bolden at (202) 727-6534.

Attachment

cc: Gordon Mc Donald, Deputy CFO for Budget and Planning

Attachment A -- Local (0100)
OPERATING BUDGETR

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16:55:39 Thursday, February 09, 2017

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NO RECORD FOUND

GOVERNMENT OF THE DISTRICT OF COLUMBIA Office of Risk Management



MEMORANDUM

TO:

Deborah Johnson, Acting Director

Office of Legislative Support, EOM

FROM:

Jed Ross

Chief Risk Officer,

Office of Risk Management

Mohamed Mohamed Associate Chief Financial Officer Government Operations Cluster

DATE:

September 25, 2017

SUBJECT:

Request for Reprogramming - Local NPS Fund within the Office of Risk

Management fund (RK0): \$36,074.00

The purpose of this request is to reprogram local personnel services funding from CSG 70 and to local non-personnel services CSG 40, to ensure that the Office of Risk Management's budgetary resources are available to cover the projected costs associated with essential professional services for FY18.

Why are the funds needed?

These local funds are needed to ensure that the Office of Risk Management Fund's budgetary resources are available to cover the projected non-personnel service costs associated with essential professional services.

Is this a reprogramming to restore a budget cut authorized by the Mayor and/or Council?

No, this reprogramming does not restore a budget cut authorized by the Mayor nor Council.

Why are the funds available?

Funds are available in local non-personnel services CSG 70 due to the NPS restoration of RK0's FY18 NPS budget; The CSG 70 funding should be allocated to CSG 40 to better align with FY18 programmatic needs.

What hardship will the District face if the action is postponed until the subsequent fiscal year?

The postponement of this reprogramming will result in RK0 not being able to procure essential professional services that critical to the program's function.

What programs, services or other purchases will be delayed as a result of the action, and the impact on the program or agency?

No negative impact is anticipated as a result of this reprogramming.

Should you have any questions, please contact Alemayehu Awas at (202) 727-6535.

Attachment

cc: Gordon Mc Donald, Deputy CFO for Budget and Planning

Attachment A -- Local (0100) **Budget Fiscal Year:** Total # of Pages 2018 \$0.00 \$72,149.00 \$72,149.00 Revised Budget Amount DATE 09/21/17 36,074 \$36,074.00 \$36,074.00 Fund and Code: Local funds (0100) C. notedure. Increase (+) Budget Reprogramming Amount Reguested: Prepared By: Delmar Parks \$36,074.00 \$36,074.00 -100 Amount of Decrease (-) (signature) (signature) Originating Agency Name and Code: Office Of Risk Management (RK0) \$36,074.00 36,075.00 \$72,149.00 Current Budget Amount Associate CFO: Agency Director: Agency CFO: Original Budget Amount \$36,074.00 36,075.00 \$72,149.00 Object Class 0702 0408 Ofc of Budget US Congress DC Council 10550 ropul 10550 Agency APPROVAL LEVEL: 10550 10550 PCA OPERATING BUDGET REPROGRAMMING REQUEST Control Center / Responsibility Center/Program Name Government of the District of Columbia Shift Between Responsibility Centers / Programs Shift Within Responsibility Centers/ Programs 1055 Agency Management Program 1055 Agency Management Program Shift Between Control Centers / Activities Justification of Reprogramming Proposal: APPROVAL REQUIRED FOR THE FOLLOWING: Attachment A -- Local (0100) Shift Between Agencles See attached memorandum RC/ Activity Code Program Codo 1000 1000 TOTAL CC

9:32:27 Wednesday, September 27, 2017

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GOVERNMENT OF THE DISTRICT OF COLUMBIA Office of Risk Management



MEMORANDUM

TO:

Lolita Alston, Acting Director

Office of Legislative Support, EOM

FROM:

Jed Ross

Chief Risk Office

Office of Risk Management

Mohamed Mohamed

Associate Chief Financial Officer Government Operations Cluster

DATE:

August 31, 2017

SUBJECT:

Request for Reprogramming – Local NPS Fund within the Office of Risk

Management fund (RK0): \$65,000

The purpose of this request is to reprogram local personnel services and non-personnel funding from CSG 40, CSG 14, and CSG12 to local non-personal services CSG 20 and CSG 70, to ensure that the Office of Risk Management's budgetary resources are available to cover the projected costs associated with essential computers, equipment, and office supplies for the remainder of FY17.

Why are the funds needed?

These local funds are needed to ensure that the Office of Risk Management Fund's budgetary resources are available to cover the projected non-personnel service costs associated with essential office supplies.

Is this a reprogramming to restore a budget cut authorized by the Mayor and/or Council?

No, this reprogramming does not restore a budget cut authorized by the Mayor nor Council.

(202) 727-0252 Fax: (202) 727-3229

Why are the funds available?

Funds are available in local non-personnel services CSG40 due to savings on several purchases orders, in which the unexpended funds were de-obligated.

What hardship will the District face if the action is postponed until the subsequent fiscal year?

The postponement of this reprogramming will result in a lapse of funding in FY17, and the funding not being available in FY18.

What programs, services or other purchases will be delayed as a result of the action, and the impact on the program or agency?

No negative impact is anticipated as a result of this reprogramming.

Should you have any questions, please contact Alemayehu Awas at (202) 727-6535.

Attachment

cc: Gordon Mc Donald, Deputy CFO for Budget and Planning

Attac	hment A	Attachment A Local (0100)								Affachment A	Attachment A 1 ccc (0400)
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1000		1055 Agency Management Program	10550	10550	0121	\$ 176,837.61	\$ 176,837.61	\$35,500.00		\$141,320.26	
1000		1055 Agency Management Program	10550	10550	0147	\$ 41,380.00	\$ 41,380.00	\$9,500.00		\$31,880.00	
1000		1055 Agency Management Program	10550	10550	0702	8	\$ 58,000.00		\$30,000,00	00 000	
1000		1055 Agency Management Program	10550	10550	0201	\$ 8,000.00	\$ 8,000.00		\$35,000.00	\$43,000.00	
TOTAL						\$343,237.89	\$561,737.89	\$65,000.00	\$65,000.00	\$561,737.89	

Justification of Reprogramming Proposal:

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MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OFFICE OF RISK MANAGEMENT AND CAPTIVE INSURANCE AGENCY

This Memorandum of Understanding ("MOU") is entered into as of the 14TH day of June, 2017 (the Effective Date) by and between the Office of Risk Management ("ORM") and the Captive Insurance Agency ("Captive"), each referred to herein as a "Party" and collectively referred to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, ORM will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a contractor to provide insurance consulting services for ORM, for a term from the Effective Date through September 30, 2017.

II. SCOPE OF WORK

A. Responsibilities of ORM

Reimburse the Captive twenty-five thousand dollars (\$25,000) for the cost of insurance consulting services.

B. Responsibilities of the Captive

Procure the services of an insurance consultant for ORM.

III. FUNDING

A. Cost of services

Total cost for services is twenty-five thousand dollars (\$25,000).

B. Payment

1. Payment for services shall be made through an Intra-District advance by ORM from the Employee's Compensation Fund (BG0) to the Captive in the amount of twenty-five thousand dollars (\$25,000).

- 2. Advances to the Captive for the services to be provided shall not exceed the actual cost of this MOU, twenty-five thousand dollars (\$25,000).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remain in effect through September 30, 2017, unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon ORM's request, the Captive will make these documents available for inspection by duly authorized representatives of ORM and other District officials as may be specified by ORM at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
- 6. The convenience of either Party.

VIII. NOTICE

A. For the Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters

Insurance Program Officer Jane.waters@dc.gov

B. For ORM:

The following individual is the ORM contact point under this MOU:

Sam Yeung Deputy Director Sam.yeung@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

The Parties have executed this MOU as of the day and year written below.

By: Jed Ross, Director	Date: <u>6/23/17</u>
CAPTIVE INSURANCE AGENCY By: WATELL	Date: <u>6 ·23 · 1</u> 7
Jane Waters, Captive Manager	

INTRA-DISTRICT STANDARD REQUEST FORM Government of the District of Columbia					
PART I					
	GENERAL				
MOU NUMBER: DATE OF MOU: _ 6/28/2017					
	SELLER INFORMATION				
AGENCY:	Captive Insurance Agency AGENCY CODE: RJ0				
NAME OF CONTA	CT: Alex Alemayehu				
ADDRESS:	441 4th Street, NW				
	Suite 890N				
	Washington DC 20001				
TELEPHONE #:					
FAX #: (202-727-	2202				
AUTHORIZING O					
	BUYER INFORMATION				
AGENCY:	Employees' Compensation Fund AGENCY CODE: BG0				
NAME OF CONTA	CT: Alemayehu Awas				
ADDRESS: 441 4th Street, NW					
Suite 890N					
	Washington DC 20001				
TELEPHONE #:	202-727-6535				
FAX #: 202-727-	2202				
AUTHORIZING OFFICER DATE: 6 1 29 1 2017					
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PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION					

PART II									
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Buyer	BG0	17		11000	10000	408	408		
COOD(S	EDVICE:	nderelin after	(a) sedicione esclusivo		Section Standards ALS, Sub-	No. 1500 Lines Description			
GOOD/ SI	ERVICE:								
DATE:	_'	/				TOTAL:			
	AGY	YR	ORG CODE	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER									
BUYER									
BOTER		新聞作		Kirmsty S					
GOOD/ S	ERVICE:								
DATE:	_/	/				TOTAL:			
	AGY	YR	ORG CODE	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER						59			
BUYER									Charles de Santa
	计多级公司基金的 基								
GOOD/S	GOOD/ SERVICE:								

GOVERNMENT OF THE DISTRICT OF COLUMBIA

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE CHIEF TECHNOLOGY OFFICER AND THE OFFICE OF THE CITY ADMINISTRATOR, ON BEHALF OF PARTICIPATING AGENCIES, FOR

MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES FOR PARTICIPATING AGENCIES

(FY 2018 INTRA-DISTRICT FUNDING)

This Memorandum of Understanding ("MOU") is made by and between the Office of the Chief Technology Officer (OCTO) ("Seller") and the Office of the City Administrator (OCA) ("Buyer") on behalf of the participating District agencies ("Participating Agencies") listed in Attachment A of this MOU.

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

I. <u>BACKGROUND</u>

- A. In Fiscal Year 2017, OCTO migrated the enterprise email services for all Participating Agencies, except for the Office of the State Superintendent of Education (OSSE), from an on-premises information technology infrastructure (Core Client Access License) and device-based Microsoft Office licensing model to a Microsoft Government cloud O365 Enterprise E1 and/or E3 plan (with Bridge Client Access License) (referred to in this MOU as the "O365 environment").
- B. In Fiscal Year 2018, OCTO will migrate the remainder of the Participating Agencies to the O365 environment.
- C. OCTO, on behalf of the District, has entered into an Enterprise License Agreement with Microsoft to provide these services to each Participating Agency, and each Participating Agency will be assessed the costs of the services based on the agency's number of users.
- D. This MOU assesses the Participating Agencies for the costs of the Microsoft Office 365 Enterprise E1 and/or E3 subscription services and Bridge Client Access License provided through the District's Enterprise License Agreement.
- E. The City Administrator is signing this MOU on behalf of all the Participating Agencies.

F. Funds will be transferred through intra-District advances from the Participating Agencies to OCTO, as set forth in this MOU, to allow OCTO to obligate funds for a purchase order for the continued provision of the Microsoft Office 365 Enterprise E1 and E3 subscription services.

II. OBLIGATIONS OF THE PARTIES

A. RESPONSIBILITIES OF OCTO

OCTO shall enter into (if it has not yet entered into) and maintain a contract with Microsoft or a certified Microsoft reseller under which Microsoft Office 365 Enterprise E1 and/or E3 cloud-based subscription services will be provided to each employee, contractor, or other Participating-Agency-designated person (hereinafter referred to as a "user") of each Participating Agency, up to the number of users listed in Attachment A for each Participating Agency. (Attachment A lists the detailed license count and cost per license by Participating Agency.)

- 2. Under the contract with Microsoft, OCTO shall ensure that the following minimum services will be provided to each user with an Enterprise E1 subscription:
 - a. Exchange online enterprise 100 GB mailbox;
 - b. Skype for Business Office mobile apps;
 - c. OneDrive for Business (1TB per user) Enterprise SharePoint Online Storage; and
 - d. SharePoint Online with ability to create team sites, communication sites and intranet sites.
- 3. Under the contract with Microsoft, OCTO shall ensure that the following minimum services will be provided to each user with an Enterprise E3 subscription:
 - a. All the services provided with the Enterprise E1 subscription plan;
 - b. Full downloadable versions of the latest Office 365 ProPlus version for up to fifteen (15) devices (5 PCs or Macs, 5 tablets, and 5 smartphones) per user. Each version of Office 365 ProPlus will include, at a minimum, Outlook, Word, Excel, PowerPoint, OneNote, and Access (PC Only);
 - c. Unlimited online archiving and legal hold; and
 - d. Unlimited OneDrive for Business (1TB per user) Enterprise SharePoint Online Storage.

- 4. OCTO shall provide a quarterly report to each Participating Agency. The quarterly report shall be provided within fifteen (15) days after the end of each fiscal quarter and shall include the following information:
 - a. The number of active Microsoft Office 365 Office Enterprise E1 and E3 user licenses provisioned to users within the Participating Agency;
 - The total number of Microsoft Office 365 Office Enterprise E1 and E3 user licenses allocated to the Participating Agency (including both provisioned and unprovisioned licenses);
 - c. The number of unprovisioned Microsoft Office 365 Office Enterprise E1 and E3 licenses allocated to the Participating Agency; and
 - The total amount charged to the Participating Agency under this MOU for the prior fiscal quarter.
- OCTO shall provide a quarterly report to OCA. The quarterly report shall be provided within fifteen (15) days after the end of each fiscal quarter and shall include the information required by paragraph 3 of this subsection for all Participating Agencies.
- OCTO will also provide to each Participating Agency and OCA access to the Microsoft Identity Manager (MIM) Portal to enable each Participating Agency and OCA to view real-time license assignment and utilization information.

B. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

 Each Participating Agency shall make an intra-District transfer to OCTO as required by Section III.B of this MOU, in the amount set forth in Attachment A.

III. FUNDING PROVISIONS

A. COST OF SERVICES

1. The amount of this MOU shall not exceed two million eight hundred and twenty-two thousand six hundred and ninety dollars and seventy-six cents (\$2,822,690.76) in total and shall not exceed for any Participating Agency the amount set forth for that Participating Agency in Attachment A (as such amount may be modified from time to time pursuant to section III.B.2 of this MOU).

2. The cost of this MOU is based on the estimated cost to OCTO to provide the services described in Section II.A. of this MOU for the number of users identified in Attachment A.

B. PAYMENT

- Each Participating Agency shall make an intra-District advance to OCTO in the amount set forth for that Participating Agency in Attachment A within ten (10) business days after the effective date of this MOU.
- OCTO and a Participating Agency may increase the amount listed in Attachment A for that Participating Agency by the mutual written agreement of OCTO and the Participating Agency.
- OCTO shall relieve the advance of each Participating Agency through the intra-District process only for those services actually provided to the Participating Agency pursuant to the terms of this MOU.
- 4. OCTO shall return any excess advance of a Participating Agency to the Participating Agency by the date on which the financial closeout of fiscal year 2018 is completed, or such earlier date within the fiscal year 2018 closeout period as may be designated by the Chief Financial Officer.

C. ADDITIONAL CHARGES

- OCTO shall provide quarterly reports to each Participating Agency, as described in Section II.A.3 of this MOU. OCTO shall notify each Participating Agency of any changes in costs or other factors that affect the price associated with each user license.
- Each Participating Agency shall review the quarterly reports and inform OCTO of any current or expected future changes in license quantities that may affect projected expenditures.
- 3. Each Participating Agency shall be responsible for any costs in excess of the costs set forth in Attachment A for that Participating Agency that are incurred by OCTO to provide the services described in Section II.A of this MOU. Excess costs may occur because of increased demand for licenses by a Participating Agency due to an increase in personnel or for other reasons not under the control of OCTO.
- 4. OCTO shall not incur excess costs on behalf of a Participating Agency without the prior written approval of the Participating Agency. Prior written approval shall be obtained pursuant to the terms of Section III.B.2 of this MOU.

D. **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.

IV. **DURATION OF MOU**

The period of this MOU shall be from October 1, 2017, through September 30, 2018, unless the MOU is terminated in writing by the Parties before the expiration.

V. **AUTHORITY FOR MOU**

The authority for this MOU includes D.C. Official Code § 1-301.01(k)

VI. RECORDS AND REPORTS

OCTO 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 the MOU and shall make these records and receipts available for inspection by duly authorized representatives of the Participating Agencies and other officials as may be specified by the City Administrator.

VII. **NOTICE**

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

For the Seller/OCTO

Haider Ali, Deputy Chief Technology Officer Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003

Phone: 202-727-7255

Email: Archana. Vemulapalli@dc.gov

For the Buyer/OCA
Barry Kreiswirth, General Counsel
Office of the City Administrator
1350 Pennsylvania Avenue, NW, Suite 513
Washington, DC 20004

Washington, DC 20004 Phone: 202-615-2091

Email: barry.kreiswirth@dc.gov

VIII. MODIFICATIONS

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

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

Buyer/OCA (on behalf of the Participating Agencies):

Rashad Young, City Administrator

Date: 18 16 17

Seller/OCTO:

Archana Vemulapalli
Archana Vemulapalli, CTO (OCTO)

Date: 11/15/17

ATTACHMENT A

MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES DETAILED BREAKDOWN BY LICENSE TYPE, LICENSE COUNT, UNIT COST, AND TOTAL COST BY AGENCY

[Excel file printout follows on next page.]

ATTACHMENT A MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES DETAILED BREAKDOWN BY LICENSE TYPE, LICENSE COUNT, UNIT COST, AND TOTAL COST BY AGENCY

Code	Acronym	Agency Name	License type	FY18 Count Unit Price	Unit Price	Total
		Chief of Staff (COS)	E1	9	68.52	\$ 411.12
			E3 Step Up	1	208.2	\$ 208.20
		Chief of Staff (COS) Total	BUS A LOS TON	4		\$ 619.32
		Mayor's Correspondence Unit (MCU)	E1	4	68.52	\$ 274.08
		Mayor's Correspondence Unit (MCU) Total		4	Ser Street	\$ 274.08
		Mavor's Office of Community Affairs (MOCA)	E1	40	68.52	\$ 2,740.80
			E3 Step Up	7	208.2	1,457.40
		Mayor's Office of Community Affairs (MOCA) Total	STATE STATE	47		\$ 4,198.20
		Mayor's office of Talent and Appointments (MOTA)	E1	6	68.52	\$ 616.68
			E3 Step Up	1	208.2	\$ 208.20
		Mayor's office of Talent and Appointments (MOTA) Total		10	A POST	\$ 824.88
		Office of African Affairs (OAA)	E3 Step Up	1	208.2	\$ 208.20
		Office of African Affairs (OAA) Total		1 10 0	1000	\$ 208.20
		Office of African Affairs(OAA)	E1	9	68.52	\$ 411.12
		Office of African Affairs(OAA) Total		9	1 N N N	\$ 411.12
		Office of Communications (EOM)	日	10	68.52	\$ 685.20
			E3 Step Up	5	208.2	\$ 1,041.00
		Office of Communications (EOM) Total	310	15	THE PERSON	\$ 1,726.20
999	PNO3	Office of General Counsel (OGC)	印	4	68.52	\$ 274.08
2	NO.		E3 Step Up	2	208.2	\$ 416.40
		Office of General Counsel (OGC) Total	The second	9	Total Co	\$ 690.48
		Office of LGBT Affairs (LGBT)	E1	8	68.52	\$ 205.56
			E3 Step Up	1	208.2	
		Office of LGBT Affairs (LGBT) Total		4		\$ 413.76
		Office of Mayor(FXEC)	E1	1	68.52	\$ 68.52
			E3 Step Up	7	208.2	\$ 1,457.40
		Office of Mayor(EXEC) Total		8		\$ 1,525.92
		Office of Partnerships and Grants (OPGD)	E1	9	68.52	\$ 411.12
		Office of Partnerships and Grants (OPGD) Total	The Paris .	9		\$ 411.12
		Office of Returning Citizens Affairs (ORCA)	EI	10		\$ 685.20
			E3 Step Up	ਜ	208.2	\$ 208.20
		Office of Returning Citizens Affairs (ORCA) Total		11		\$ 893.40
		Office of Support Services (SS)	E1	8	68.52	\$ 548.16
		Office of Support Services (SS) Total		8		\$ 548.16
		Office of the Mayor	E1	76	68.52	\$ 5,207.52
			E3 Step Up	17	208.2	\$ 3,539.40
		Office of the Mayor Total		93		\$ 8,746.92
		ServeDC	EI	20	68.52	\$ 1,370.40
		ServeDC Total		20		\$ 1,370.40
AA0 Total				492		\$ 22,862.16

ATTACHMENT A MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES DETAILED BREAKDOWN BY LICENSE TYPE, LICENSE COUNT, UNIT COST, AND TOTAL COST BY AGENCY

Code	Acronym	Agency Name	License type	FY18 Count Unit Price	Unit Price	Total	T
AFO	OCA	Office of the City Administrator	E1	95	68.52	\$	3,837.12
	V.	Office of the only Administration	E3 Step Up	6	208.2	\$	1,873.80
AE0 Total				59		\$	5,710.92
АНО	MOLC	Mayor's Office of Legal Council	E1	9	68.52	\$	411.12
			E3 Step Up	2	208.2	v.	416.40
AH0 Total				9		S	827.52
AIO	OSA	Office of the Senior Advisor	E1	28	68.52	\$	1,918.56
			E3 Step Up	3	208.2	\$	624.60
AI0 Total				31			2,543.16
			E1	93	91.2	\$	8,481.60
AMO	DGS	Department of General Services		942	68.52	\$	64,545.84
			E3 Step Up	942	208.2	₩.	196,124.40
AM0 Total				1977		S	269,151.84
APO	MOPIA	Mayor's Office of Asian and Pacific Islander Affairs	E1	26	68.52	5	1,781.52
1			Lo step op	1 1	2005	•	200.20
APU lotal				77		<u> </u>	1,989.72
BAO	os	Office of the Secretary	£1	31	68.52	5	2,124.12
			E3 Step Up	2	208.2	S	416.40
BA0 Total				33		\$	2,540.52
			E1	75	68.52	\$	5,139.00
BDO	<u>ө</u>	Office of Planning	E3 Step Up	1	223.29	S	223.29
				08	208.2	\$	16,656.00
BD0 Total				156		\$ 22,0	22,018.29
BEO	DCHR	D.C. Department of Human Resources	E1	315	68.52	\$	21,583.80
		ביני מרחם מוויבור מו ומווים וויכוסמו מכז	E3 Step Up	200	159.72	\$	31,944.00
BEO Total				515			53,527.80
BNO	HSEMA	Homeland Security and Emergency Management Agency	E1	301	68.52	\$	20,624.52
BN0 Total				301		\$ 20,6	20,624.52
BN2	HSEMA	Homeland Security and Emergency Management Agency	E3 Step Up	13	223.29	\$	2,902.77
BN2 Total				13		\$ 2,5	2,902.77
BX0	CAH	Commission on the Arts and Humanities	E1	33	68.52	\$	2,261.16
BX0 Total				33		\$ 2,5	2,261.16
Ova	DCO.	C Office on Aging	E1	06	68.52	\$	6,166.80
200	2000	U.C. OTHER OF ARING	E3 Step Up	06	208.2	\$	18,738.00
BY0 Total				180		\$ 24,9	24,904.80
RZO	MOM	Mayor's Office of Latino Affairs	E1	18	68.52	\$	1,233.36
			E3 Step Up	1	208.2	\$	208.20
BZ0 Total				19		5 1,4	1,441.56
CF0	DOES	Department of Employment Services	E1	982	68.52	Ş	67,492.20
CF0 Total				586			67,492.20
CF1	DOES	Department of Employment Services	E3 Step Up	1069	223.29	₩.	238,697.01
CF1 Total				1069		\$	238,697.01
			E1	18	91.2	\$	1,641.60
CIO	OCTFME	Office of Cable Television, Film, Music & Entertainment		51	68.52	\$	3,494.52
			E3 Step Up	1	223.29	\$	223.29
CIO Total				0/		\$ 5,3	5,359.41
CIO	OCF	Office of Campaign Finance	E1	33	68.52	\$	2,261.16
CJO Total				33		\$ 2,7	2,261.16

ATTACHMENT A

MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES DETAILED BREAKDOWN BY LICENSE TYPE, LICENSE COUNT, UNIT COST, AND TOTAL COST BY AGENCY 3,563.04 16,864.20 638.40 2,466.72 15,211.44 1,249.20 1,041.00 446.58 30,004.80 893.16 95,928.00 669.87 4,788.60 274.08 1,457.40 1,731.48 4,286.40 8,328.00 27,825.84 820.80 5,654.40 59,634.06 5,289.60 11,716.92 17,899.68 7,742.76 24,606,96 4,201.44 193,526.40 194,254.20 388,227.18 154,233.96 10,410.00 107.007.87 3,795.93 9.450.33 Total 68.52 \$ 91.2 91.2 68.52 223.29 68.52 91.2 68.52 91.2 91.2 91.2 68.52 223.29 208.2 208.2 91.2 68.52 68.52 223.29 208.2 68.52 208.2 68.52 208.2 68.52 208.2 68.52 91.2 68.52 208.2 68.52 223.29 **Unit Price** 171 18 1400 FY18 Count 14 748 113 81 2122 329 460 52 2835 1453 36 23 **59** 47 222 40 62 1800 2133 50 80 93 102 22 4959 License type E1 E3 Step Up E E1 딥 E1 E E1 E E Deputy Mayor For Planning and Economic Development Department of Housing and Community Development Department of Small and Local Business Development Fire and Emergency Medical Services Department Deputy Mayor for Greater Economic Opportunity Agency Name Department of Consumer and Regulatory Affairs Office of the State Superintendent of Education Office of Victim Services and Justice Grants Deputy Mayor for Public Safety and Justice Office of the Chief Medical Examiner Department of Forensic Sciences Metropolitan Police Department Deputy Mayor for education Department of Corrections Acronym DMGEO DMPED DSLBD OVSJG **DMPSJ** OCME DCRA DHC DHC **FEMS** MPD OSSE DME 8 DFS Code EM0 EBO **GWO Total DB0 Total EM0 Total** GDO Total BO Total **ENO Total** FOO Total FQ0 Total CRO Tota FAO Total FRO Total **FXO Total** FBO Tota FLO Total GWO ENO õ GD0 080 8 8 FAO FB0 89 8 윤

ATTACHMENT A MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES DETAILED BREAKDOWN BY LICENSE TYPE, LICENSE COUNT, UNIT COST, AND TOTAL COST BY AGENCY

Code	Acronym	Agency Name	License type	FY18 Count Unit Price	Unit Price	Total	
НАО	DPR	Denartment of Parks and Recreation	E1	167	91.2	\$	15,230.40
				552	68.52	\$	37,823.04
HA0 Total				719		\$	53,053.44
HCO	рон	Department of Health	E1	096	91.2	\$	87,552.00
			E3 Step Up	90	208.2	\$	18,738.00
HCO Total				1050		\$	106,290.00
HGO	DMHHS	Deputy Mayor of Health and Human Services	E1	33	68.52	\$.	2,261.16
			E3 Step Up	1	208.2	❖	208.20
HG0 Total				3		\$	2,469.36
НМО	OHR	Office of Human Rights	E1	38	68.52	•	2,603.76
			E3 Step Up	39	208.2	S	8,119.80
HM0 Total				77		\$	10,723.56
		i	E1	250	68.52	\$	17,130.00
HTO	DHCF	Department of Health Care Finance	E3 Step Up	75	223.29	٠. ٠	16,746.75
				250	208.2	w	52,050.00
HT0 Total				575		S	85,926.75
IAO	SHC	Department of Human Services	E1	1600	68.52	₹ \$	109,632.00
	2		E3 Step Up	59	223.29	\$	6,475.41
JA0 Total				1629		\$	116,107.41
			E1	101	91.2	\$	9,211.20
ЭМО	SOO	Department on Disability Services		365	68.52	\$	25,009.80
			E3 Step Up	2	223.29	\$	446.58
JM0 Total				468		\$	34,667.58
IRO	a C	Office of Disability Rights	E1	11	68.52	\$	753.72
200			E3 Step Up	1	208.2	\$	208.20
JRO Total				12		\$	961.92
			E1	089	68.52	Ş	36,315.60
0ZI	DYRS	Department of Youth Rehabilitation Services	E3 Step Up	15	223.29	\$	3,349.35
				530	208.2	\$	110,346.00
JZ0 Total				1075		\$	150,010.95
KAD	TOUG	District Department of Transportation	E1	1700	68.52	\$	116,484.00
2	2		E3 Step Up	24	223.29	\$	5,358.96
KA0 Total				1724		\$	121,842.96
			E1	214	91.2	\$	19,516.80
KG0	DOEE	Department of Energy and Environment		335	68.52	\$	22,954.20
			E3 Step Up	19	223.29	\$	4,242.51
KG0 Total				268		\$	46,713.51
KT0	WdU	Department of Dublic Works	E1	2184	68.52	\$	149,647.68
	:		E3 Step Up	1	223.29	\$	223.29
KT0 Total			100	2185		\$	149,870.97
KVU	VMC	Department of Motor Vehicles	E1	350	68.52	\$	23,982.00
			E3 Step Up	100	208.2	\$	20,820.00
KV0 Total				450		S	44,802.00

ATTACHMENT A

MICROSOFT OFFICE 365 ENTERPRISE E1 AND E3 SUBSCRIPTION SERVICES DETAILED BREAKDOWN BY LICENSE TYPE, LICENSE COUNT, UNIT COST, AND TOTAL COST BY AGENCY

POO OCP Office POO Total ORM Office RKO TOTAIL Child RLO CFSA Child RLO CFSA Child RMO Total DBH Deparament SRO DISB Deparament TCO DFHV Deparament TCO Total DFHV Deparament					
Octal ORM Otal CFSA Otal DBH Total DISB Otal DFHV Otal DFHV		E1	57	91.2	\$ 5,198.40
Total ORM Otal CFSA Otal DBH Total DISB Otal DFHV Otal DFHV	Office of Contracting and Procurement		250	68.52	\$ 17,130.00
Total ORM Otal CFSA Otal DBH Total DISB Otal DFHV Otal DFHV]	E3 Step Up	2	223.29	\$ 1,116.45
OFM Otal CFSA Otal DBH Total DISB Otal DFHV Otal DFHV			312		\$ 23,444.85
Otal CFSA Otal DBH Total DISB Otal DFHV Otal DFHV	Office of Risk Management	E1	16	68.52	\$ 1,096.32
Otal CFSA Otal DBH Total DISB Otal DFHV Otal DFHV		E3 Step Up	45	208.2	\$ \$00.695,6
Otal DBH Total DISB Otal DFHV Otal DFHV			19		\$ 10,465.32
Otal DBH Total DISB Otal DFHV Otal DFHV	Child and Family Services Agency	E1	1219	68.52	\$ 83,525.88
Otal DISB Total DISB Otal DFHV Otal DFHV		E3 Step Up	2	223.29	\$ 446.58
Total DISB Otal DFHV Otal DFHV			1221		\$ 83,972.46
Total DISB Otal DFHV Otal DFHV		E1	360	91.2	\$ 32,832.00
Total DISB Total DEHV	Department of Behavioral Health		1250	68.52	\$ 85,650.00
Total DISB DOFHV Total		E3 Step Up	2	223.29	\$ 446.58
Total DISB DFHV Total			1612		\$ 118,928.58
Total DFHV	Department of Insurance. Securities, and Banking	El	160	68.52	\$ 10,963.20
Total DFHV		E3 Step Up	160	208.2	\$ 33,312.00
DFHV Total			320		\$ 44,275.20
Total	Department of For-Hire Vehicles	E1	52	91.2	\$ 4,742.40
TC0 Total		E3 Step Up	52	208.5	\$ 10,826.40
			104		\$ 15,568.80
		E1	29	91.2	\$ 2,644.80
nco onc	Office of Unified Communications		387	68.52	\$ 26,517.24
		E3 Step Up	10	223.29	\$ 2,232.90
			47	208.2	\$ 9,785.40
UC0 Total			473		\$ 41,180.34
Grand Total			30,820		\$ 2,822,690.76

Discount price applies to the initial bulk of 21,000 license that the District procured in December 2016. E3 Step up - E1 licenses that were upgraded to E3 enhanced functionality. The price includes the E1 base cost and the additional conversion fees.



MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF ATTORNEY GENERAL AND OFFICE OF RISK MANAGEMENT FOR FISCAL YEAR 2017

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Office of Risk Management, the buyer agency, (hereinafter "ORM"), and the Office of the Attorney General, the seller agency (hereinafter "OAG"), collectively referred to herein as the "Parties", and individually as a "Party", to pay the deposition and transcription costs and expert witness fees and related costs for workers' compensation matters litigated by the Personnel and Labor Relations Section of OAG. Such costs are collectively referred to herein as "Litigation Costs".

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish a mechanism for ORM to pay the actual costs charged to OAG for Litigation Costs.

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 ORM

1. ORM shall transfer FIFTY THOUSAND dollars and no cents (\$50,000.00) to OAG to pay Litigation Costs.

B. RESPONSIBILITIES OF OAG

- 1. OAG will use the funds to pay for the Litigation Costs.
- 2. OAG shall ensure that the revenues for this project are reflected in the budget entry budget line item detail screen with the appropriate accumulators. The revenues will not exceed FIFTY THOUSAND dollars and no cents (\$50,000.00).
- 3. OAG must establish an agency internal service fund with a corresponding index that ties to the fund and agency organizational structure.

- 4. OAG must provide the projected cost of providing the services under this MOU. This detail shall be provided on the Intra-District Standard Request Form (IDSRF).
- 5. OAG shall pay all invoices and submit copies of all invoices to ORM up to the amount of this MOU for its records.
- 6. OAG shall promptly upon receipt transmit to ORM copies of all deposition transcripts and expert reports obtained through expenditure of funds transferred to OAG pursuant to this MOU.
- 7. OAG shall not incur any travel expense to be paid under this MOU in connection with the performance of the services described herein without prior approval of ORM.

IV. DURATION OF MOU

- A. The period of this MOU shall be from the last date signed by Parties, through September 30, 2017, 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 two-year (2) option period. Exercise of all or any portion of an option period extending the term of the MOU shall be subject to the availability of appropriations. ORM shall provide written notice of its intent to renew an option period prior to the expiration of the MOU.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- Total cost for services under this MOU shall not exceed FIFTY THOUSAND dollars and no cents (\$50,000.00) for Fiscal Year 2017. Funding for the litigation costs shall not exceed the actual cost of the deposition and transcription fees.
- 2. In the event of termination of the MOU, payment to OAG 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 all of the goods and services shall be made through an Intra-District transfer of funds by ORM to OAG based on the total amount of this MOU.
- 2. OAG services to be provided shall not exceed the amount of this MOU.
- 3. 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.
- 4. In the event that funds remain unobligated and unexpended at the termination of the MOU, those funds shall be returned to ORM within thirty (30) days of the then current fiscal year.

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 (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.

VII. COMPLIANCE AND MONITORING

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

VIII. RECORDS AND REPORTS

OAG 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 the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of ORM and other officials as may be specified by the District of Columbia at its sole discretion.

DX. 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 OAG.

X. 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.

XI. NOTICE/CONTACT PERSONS:

Office of Attorney General:

Tarifah Coaxum
Chief Administrative Officer
Office of Attorney General
441 – 4th Street, N.W., 11th Floor South
Washington, D.C. 20001
Tele: (202) 724-5508
Fax: (202) 741-8819
Tarifah.coaxum@dc.gov

Office of Risk Management

Michael Krainak
General Counsel
441 – 4th Street, N.W., 8th Floor
Washington, D.C. 20001
Office: 202-727-7805
Michael.kraniak@dc.gov

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 force or hereafter enacted or promulgated.

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

OFFICE OF RISK MANAGEMENT

Jed Ross

Chief Risk Officer

Date: 12//2//6

DISTRICT OFFICE OF ATTORNEY GENERAL

Karl A. Racine by MCK-

Date: 11 17 16

Attorney General for the District of Columbia



INTRA-DISTRICT STANDARD REQUEST FORM



Government of the District of Columbia

	PART I		
	GENERAL		
MOU NUMBER:	DATE OF MOU: _	12/15/2016	
	SELLER INFORMATION		
AGENCY:	Office of the Attorney General	AGENCY CODE:	CB0
NAME OF CONTACT:	Shilonda Wiggins		
ADDRESS:	441 4th St, N.W., Suite 1130N		
	Washington, D.C. 20001		
TELEPHONE # : (202 724-5570		
FAX#:(_	202 741-5203		
AUTHORIZING OFFICER	Shilds by DATE: [2 151]	6	
	BUYER INFORMATION		
AGENCY:	Office of Risk Management	AGENCY CODE:	RK0
NAME OF CONTACT:	Michael Bolden	-	
ADDRESS:	441 4th St. N.W. 890N		
	Washington D.C. 20001 THE BURGLEY (MB)		
TELEPHONE #: (202 727-6534		
FAX # : (_			
AUTHORIZING OFFICER	MZBURDUM DATE: 12,15,	<u>16</u>	
PLEASE NEXT PAGE FOR	GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION	v .	
	8		

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OFFICE OF RISK MANAGEMENT AND CAPTIVE INSURANCE AGENCY

This Memorandum of Understanding ("MOU") is entered into as of the 14TH day of June, 2017 (the Effective Date) by and between the Office of Risk Management ("ORM") and the Captive Insurance Agency ("Captive"), each referred to herein as a "Party" and collectively referred to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, ORM will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a contractor to provide insurance consulting services for ORM, for a term from the Effective Date through September 30, 2017.

II. SCOPE OF WORK

A. Responsibilities of ORM

Reimburse the Captive twenty-five thousand dollars (\$25,000) for the cost of insurance consulting services.

B. Responsibilities of the Captive

Procure the services of an insurance consultant for ORM.

III. FUNDING

A. Cost of services

Total cost for services is twenty-five thousand dollars (\$25,000).

B. Payment

1. Payment for services shall be made through an Intra-District advance by ORM from the Employee's Compensation Fund (BG0) to the Captive in the amount of twenty-five thousand dollars (\$25,000).

- 2. Advances to the Captive for the services to be provided shall not exceed the actual cost of this MOU, twenty-five thousand dollars (\$25,000).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remain in effect through September 30, 2017, unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon ORM's request, the Captive will make these documents available for inspection by duly authorized representatives of ORM and other District officials as may be specified by ORM at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
- 6. The convenience of either Party.

VIII. NOTICE

A. For the Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters

Insurance Program Officer Jane.waters@dc.gov

B. For ORM:

The following individual is the ORM contact point under this MOU:

Sam Yeung Deputy Director Sam.yeung@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

The Parties have executed this MOU as of the day and year written below.

By: Jed Ross, Director	Date: <u>6/23/17</u>
CAPTIVE INSURANCE AGENCY By: WATELL	Date: <u>6 ·23 · 1</u> 7
Jane Waters, Captive Manager	

	INTRA-DISTRICT STANDARD REQUEST FORM Government of the District of Columbia
-	PART I
	GENERAL
MOU NUMBER:	DATE OF MOU: _ 6/28/2017
	SELLER INFORMATION
AGENCY:	Captive Insurance Agency AGENCY CODE: RJ0
NAME OF CONTA	ACT: Alex Alemayehu
ADDRESS:	441 4th Street, NW
	Suite 890N
	Washington DC 20001
TELEPHONE #:	202-727-6535
FAX #: (202-727-	-2202
AUTHORIZING O	
	BUYER INFORMATION
AGENCY:	Employees' Compensation Fund AGENCY CODE: BG0
NAME OF CONTA	ACT: Alemayehu Awas
ADDRESS:	441 4th Street, NW
	Suite 890N
	Washington DC 20001
TELEPHONE #:	202-727-6535
FAX #: 202-727-	2202
AUTHORIZING O	DATE: 6 1 24 1 2017
PLEASE S	SEE NEXT PAGE FOR FUNDING INFORMATION

				PART II					
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BUYER									
BOTER		新疆		Signature of					
GOOD/ SERVICE:									
DATE:	_/	/				TOTAL:			
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MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF ATTORNEY GENERAL AND OFFICE OF RISK MANAGEMENT FOR FISCAL YEAR 2017

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Office of Risk Management, the buyer agency, (hereinafter "ORM"), and the Office of the Attorney General, the seller agency (hereinafter "OAG"), collectively referred to herein as the "Parties", and individually as a "Party", to pay the deposition and transcription costs and expert witness fees and related costs for workers' compensation matters litigated by the Personnel and Labor Relations Section of OAG. Such costs are collectively referred to herein as "Litigation Costs".

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish a mechanism for ORM to pay the actual costs charged to OAG for Litigation Costs.

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 ORM

1. ORM shall transfer FIFTY THOUSAND dollars and no cents (\$50,000.00) to OAG to pay Litigation Costs.

B. RESPONSIBILITIES OF OAG

- 1. OAG will use the funds to pay for the Litigation Costs.
- 2. OAG shall ensure that the revenues for this project are reflected in the budget entry budget line item detail screen with the appropriate accumulators. The revenues will not exceed FIFTY THOUSAND dollars and no cents (\$50,000.00).
- 3. OAG must establish an agency internal service fund with a corresponding index that ties to the fund and agency organizational structure.

- 4. OAG must provide the projected cost of providing the services under this MOU. This detail shall be provided on the Intra-District Standard Request Form (IDSRF).
- 5. OAG shall pay all invoices and submit copies of all invoices to ORM up to the amount of this MOU for its records.
- 6. OAG shall promptly upon receipt transmit to ORM copies of all deposition transcripts and expert reports obtained through expenditure of funds transferred to OAG pursuant to this MOU.
- 7. OAG shall not incur any travel expense to be paid under this MOU in connection with the performance of the services described herein without prior approval of ORM.

IV. DURATION OF MOU

- A. The period of this MOU shall be from the last date signed by Parties, through September 30, 2017, 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 two-year (2) option period. Exercise of all or any portion of an option period extending the term of the MOU shall be subject to the availability of appropriations. ORM shall provide written notice of its intent to renew an option period prior to the expiration of the MOU.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- Total cost for services under this MOU shall not exceed FIFTY THOUSAND dollars and no cents (\$50,000.00) for Fiscal Year 2017. Funding for the litigation costs shall not exceed the actual cost of the deposition and transcription fees.
- 2. In the event of termination of the MOU, payment to OAG 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 all of the goods and services shall be made through an Intra-District transfer of funds by ORM to OAG based on the total amount of this MOU.
- 2. OAG services to be provided shall not exceed the amount of this MOU.
- 3. 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.
- 4. In the event that funds remain unobligated and unexpended at the termination of the MOU, those funds shall be returned to ORM within thirty (30) days of the then current fiscal year.

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 (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.

VII. COMPLIANCE AND MONITORING

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

VIII. RECORDS AND REPORTS

OAG 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 the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of ORM and other officials as may be specified by the District of Columbia at its sole discretion.

DX. 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 OAG.

X. 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.

XI. NOTICE/CONTACT PERSONS:

Office of Attorney General:

Tarifah Coaxum
Chief Administrative Officer
Office of Attorney General
441 – 4th Street, N.W., 11th Floor South
Washington, D.C. 20001
Tele: (202) 724-5508
Fax: (202) 741-8819
Tarifah.coaxum@dc.gov

Office of Risk Management

Michael Krainak
General Counsel
441 – 4th Street, N.W., 8th Floor
Washington, D.C. 20001
Office: 202-727-7805
Michael.kraniak@dc.gov

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 force or hereafter enacted or promulgated.

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

OFFICE OF RISK MANAGEMENT

Jed Ross

Chief Risk Officer

Date: 12//2//6

DISTRICT OFFICE OF ATTORNEY GENERAL

Karl A. Racine by MCK-

Date: 11 17 16

Attorney General for the District of Columbia



INTRA-DISTRICT STANDARD REQUEST FORM



Government of the District of Columbia

	PART I		
	GENERAL		
MOU NUMBER:	DATE OF MOU: _	12/15/2016	
	SELLER INFORMATION		
AGENCY:	Office of the Attorney General	AGENCY CODE:	CB0
NAME OF CONTACT:	Shilonda Wiggins		
ADDRESS:	441 4th St, N.W., Suite 1130N		
	Washington, D.C. 20001		
TELEPHONE # : (202 724-5570		
FAX#:(_	202 741-5203		
AUTHORIZING OFFICER	Shilds by DATE: [2 151]	6	
	BUYER INFORMATION		
AGENCY:	Office of Risk Management	AGENCY CODE:	RK0
NAME OF CONTACT:	Michael Bolden	-	
ADDRESS:	441 4th St. N.W. 890N		
	Washington D.C. 20001 THE BURGLEY (MB)		
TELEPHONE #: (202 727-6534		
FAX # : (_			
AUTHORIZING OFFICER	MZBURDUM DATE: 12,15,	<u>16</u>	
PLEASE NEXT PAGE FOR	GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION	v .	
	8		

Simms, Paul (OAG)

From:

Mills, Stacie (OCFO)

Sent:

Thursday, December 15, 2016 4:42 PM

To: Cc: Simms, Paul (OAG) Lee, Laverne (OCFO)

Subject:

FY17 MOU OAG/ORM \$50,000

Attachments:

2778_001.pdf

Hi Paul-

Legally sufficient.

Stacie

From: Simms, Paul (OAG)

Sent: Thursday, December 15, 2016 10:09 AM

To: Mills, Stacle (OCFO)
Subject: FW: Attached Image

Good Morning Stacie,

Could you please review for legal sufficiency.

From: 1130NorthScanner@dc.gov [mailto:1130NorthScanner@dc.gov]

Sent: Thursday, December 15, 2016 10:03 AM

To: Simms, Paul (OAG) Subject: Attached Image

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF THE CHIEF FINANCIAL OFFICER GOVERNMENT OPERATIONS CLUSTER OFFICE OF FINANCE AND RESOURCE MANAGEMENT



MEMORANDUM

TO:

Chanelle Hen

Accounts Pay

THROUGH:

Huda Sheikh-Ali

FROM:

Agency Fiscal Officer J Byllow

OCT 12/17 PK12:09

DATE:

October 12, 2017

SUBJECT:

REQUEST FOR MISCELLANEOUS DIRECT VOUCHER

The Captive Insurance Agency is requesting a direct payment for the FY17 DH Loyd September invoice payments, pursuant of the existing DH Loyd contract, in the amount of \$121,765.00. The authority for this request is provided by the Chief Financial Officer's Financial Administrative Issuance-Financial Management and Control Order No. 07-004, effective September 5, 2007.

The Captive Insurance Agency has an active contract (#CBS-02-2017/PO565471) with DH Loyd, and received a last minute request to quote insurance coverage for the Department of Motor Vehicles (DMV) and the Department of General Services (DGS). Moreover, the requisition stalled in the PASS approval flow due to a PASS system glitch, resulting in the purchase order not being established prior to the PASS cutoff. The Captive Insurance Agency will need to issue a direct payment to satisfy the terms of DH Loyd FY17 contract, as services were rendered in Fiscal year 2017.

This payment is to be made to: DH Loyd & Associates Inc. 1625 K Street NW **STE 330** Washington, DC 20012



Attached is the documentation necessary to process the direct voucher. Also, below are the attributes required to process this action. Please contact me if you have any questions. Your assistance in this matter is appreciated.

AGY	AY	TCODE	FUND	INDEX	PCA	PROJECT/ PHASE	COMP OBJ	AGY OBJ	AMOUNT
RJ0	17		0700	RJ0RK	RJORK	RJ0RK0/01	0408	0408	\$99.077.00
RJ0	17		0700	RJ0ID	RJOID	RJ0AM0/01	0408	0408	\$20,258.00
RJ0	17		0100	20010	20100		0408	0408	\$2,430.00
00									\$121,765.00

Dilman Bur B Financial Manager Signature

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF THE CHIEF FINANCIAL OFFICER GOVERNMENT OPERATIONS CLUSTER OFFICE OF FINANCE AND RESOURCE MANAGEMENT



MEMORANDUM

TO:

Bill Slack

Deputy Chief Financial Officer

Office of Financial Operations and Systems

THRU:

Aleymayehu Awas
Agency Fiscal Officer
Government Operations

Aleymayehu Awas
Agency Fiscal Officer
Government Operations

FROM:

O√ Government Operations Cluster

DATE:

October 5, 2017

SUBJECT:

REQUEST FOR MISCELLANEOUS DIRECT VOUCHER

The Captive Insurance Agency is requesting a direct payment for the FY17 DH Loyd September invoice payments, pursuant of the existing DH Loyd contract, in the amount of \$121,765.00. The authority for this request is provided by the Chief Financial Officer's Financial Administrative Issuance-Financial Management and Control Order No. 07-004, effective September 5, 2007.

The Captive Insurance Agency has an active contract (#CBS-02-2017/PO565471) with DH Loyd, and received a last minute request to quote insurance coverage for the Department of Motor Vehicles (DMV) and the Department of General Services (DGS). Moreover, the requisition stalled in the PASS approval flow due to a PASS system glitch, resulting in the purchase order not being established prior to the PASS cutoff. The Captive Insurance Agency will need to issue a direct payment to satisfy the terms of DH Loyd FY17 contract, as services were rendered in Fiscal year 2017.

This payment is to be made to: DH Loyd & Associates Inc. 1625 K Street NW **STE 330** Washington, DC 20012

Attached is the documentation necessary to process the direct youcher. Also, below are the attributes required to process this action. Please contact me if you have any questions. Your assistance in this matter is appreciated.

AGY	AY	TCODE	FUND	INDEX	PCA	PROJECT/ PHASE	COMP OBJ	AGY OBJ	AMOUNT
RJ0	17		0700	RJ0RK	RJ0RK	RJ0RK0/01	0408	0408	\$99,077.00
RJ0	17		0700	RJ0ID	RJ0ID	RJ0AM0/01	0408	0408	\$20,258.00
RJ0	17		0100	20010	20100		0408	0408	\$2,430.00
									\$121,765.00

Financial Manager Signature



GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF RISK MANAGEMENT



Jed Ross Chief Risk Officer

MEMORANDUM

TO:

Alemayehu K. Awas

Agency Fiscal Officer

FROM:

Jed I. Ross

Chief Risk Officer

DATE:

October 4, 2017

SUBJECT:

Direct Voucher Payment Request for Insurance to DH Lloyd

As you were previously notified, the Captive Insurance Agency received last minute requests to quote—and on two occasions bind—insurance coverage for the Department of Motor Vehicles (DMV) and the Department of General Services (DGS), respectively. Under ORM's contract (Contract #CBS-02-2017 / PO565471) with DH Lloyd, DH Lloyd marketed for insurance coverage of DMV's emergency location in Hyattsville, Maryland, and for DGS's two construction projects: Orr Elementary School and Duke Ellington School of Arts.

Each of these tasks resulted in DH Lloyd incurring expenses that must be paid in by terms of contract and to secure the appropriate insurance:

- \$2,430.00 on behalf of DMV's request for a quote on its location outside of the District's jurisdiction;
- \$99,077 on behalf of DGS (MOU in place with ORM) for a quote and binding of builder's risk insurance policy for Orr Elementary School construction; and
- \$20,258.00 on behalf of DGS (MOU in place with DGS) for a quote and binding of extension of builder's risk insurance policy for Duke Ellington School of Arts construction.

These payments must be made as part of services rendered in Fiscal Year 2017.

I am requesting a direct voucher payment for the invoices of the three respective expenses delineated above. The payment will need to be expedited to ensure that the funds are secured and expenses are reflected for Fiscal Year 2017

Please see the attached invoices and supporting documents for further information.

If you have any questions or concerns, feel free to contact me at jed.ross@dc.gov or (202) 724-6056.

Thank you for your support and assistance regarding this matter.

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Was	shingt	on, DC 20001							n, DC 200			
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Code	:)						L	FOB Destin	ation	XOther		
	D.H. Lloyd & Associates, Inc					9. [Discount for	prompt paym	nent:			
	1625 K Street, NW, Suite 330				10	Submit invo	ices to the A	ddress shown in Section	0.1			
vvas	ningto	n, DC 20006					(2 c	copies unles	s otherwise s	specified)	on G. I	
Duns No. 06-938-5813 TIN 52-0555835												
11. S	hip to/M		Code	32-0	3033033		12.	Payment wi	Il be made by	v	Code	
							Off	ice of Finance	ce and Reso	urce Management	1 3 3 3 1	
								4" Street, N shington, DC	W, Suite 89	ON		
								-727-0333	2000.			
13. R	Remit Ad	dress:	*****************				14	Accounting	and Appropri	iation Data		
Same	as 7							ENCUMBR	ANCE CODE	=:		
15A. I			Supplies/Service	s				5C. Qty.	15D. Unit	15E. Unit Price	15F.	Amount
0001		Captive Manageme	nt Services			8	1		Job	SEE SECTION B	\$1,000	
										PRICE SCHEDULES		
							L	Total Esti	mated Price	· · · · · · · · · · · · · · · · · · ·		
	·····		,		16. Ta	ble of	Cont					
(X)	Secti		cription HE SCHEDULE		Page	(>	()	Section		Description		Page
X	А	Award/Contract For		-	1	Γ		<u>-</u> -	Contract C	lauses	USES	15
	В	Price Schedule			2		\neg	PART		F DOCUMENTS, EXH	IBITS AND	
X	С	Services-Specificati	ans Mark Statem	anti	3					ATTACHMENTS		
,	U	Builders risk, Specia	ons/volk Statem al events, Fine ar	ts,	3			J	List of Atta	Section J		
X	D	and consulting service Packing and Markin								Section 3		
$\hat{\mathbf{x}}$	E	Inspection and Acce	-		5 5	ļ			<u> </u>	U 0 US U		
X	F	Contract Term	plance		6					ations, Certifications ar	d Other	N/A
X	G	Contract Administra	tion data		7		\dashv			s, conditions & notices	to Offerers	N/A
X	Н	Special Contract Re			12		\dashv			factors for award	Cholois	N/A
	7			ng Offic	er will cor	nplete	e Item	17 or 18 as				<u> </u>
17. 🔀	CONTI	RACTOR'S NEGOTIATED	AGREEMENT				1	18. 🗌 AW.	ARD (Contra	ctor is not required to	sign this doc	ument.)
(Contra	actor is	equired to sign this docun	nent and return (1) copy t	o issuing	office		Your offer or	Solicitation	Number including the	additions or	changes
Contra	ictor agr	ees to furnish and deliver	all items, perform	all the s	ervices s	et fort	h r	made by whi	ch additions	or changes are set for	th in full abo	ve. is
consid	eration of	entified above and on any tated herein. The rights a	continuation sne	ets, for t	ne ios to this			nereby acce	pted as to the	e items listed in B.3 an	d on any co	ntinuation
Agreer	ment sha	Ill be subject to and gover	ned by the followi	no docu	mente: (a	i n) thic	}	sneets. This	award cons	ummates the contract this award/contract, ar	which consis	sts of the
award/	contract	, (b) the solicitation, as am	nended, and (c) su	uch prov	isions.	50	l f	urther contra	actual docum	nent is necessary.	a (b) your o	mer. No
repres	entation	s, certifications, and specif	fications, as are a	ttached	or incorp	orated	1		a de la compania de l	ione io niococcary.		
by refe	erence h	erein. (Attachments are lis	sted herein.)					*				
		Title of Signer (Type or p							of Contracting	g Officer		
		yd-Withrow, President/	Si the out	1			"	led Ross				
19B.	27150	-11 riago-u	/ 11010	110	C. Date S	Signer	1 -	OR District	of Columbia		200 5	de Cierri
	9	7/1/	1 1,1,41	'3	, / -	/	· ^	.vu. District	Columbia /			ate Signed
A	lene	12 HD Were) WWIM	W	616	1/6	7	(2011	/	6/	2/17
1		(Signature of	person authorized to si	gn)	/ /			>	en p	Signature of Contracting Office		117
					The second secon				-			



Changed Requisition No. RQ960422-V2

Issued on Wed, 27 Sep, 2017 Created on Wed, 27 Sep, 2017 by Robert Preston

Supplier: D.H. LLOYD & ASSOC. INC. 1625 K ST NW, STE 330 WASHINGTON, DC 20006-Phone: 202.223.1506 Fax: 202.223.9438 Contact: DENISE H. LLOYD

Ship To: Office of Risk Management 441 4th Street, NW, #800S Washington, DC 20001 United States Phone: 1(202) 727-8600

Deliver To: Robert Preston Bill To: Medical Liability Captive Insurance Company 441 4th Street, NW Washington, DC 20001 United States Phone: 1(202) 727-8600

Order No.:

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Modified	Insurance consulting and brokerage services,		each	2,430	Mon, 03 Jul, 2017	\$1.00 USD	\$2,430.00 USD

Insurance consulting and brokerage services, including procurement, placement, and servicing of insurance on behalf of DMV's temporary location in MD

 Description changed for specific services rendered for this CLIN: marketing for insurance coverage on behalf of DMV and its temporary location in MD. (Robert Preston, Wed, 27 Sep, 2017)

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
2	Added	Insurance consulting and brokerage services,		each	99,077	Mon, 03 Jul, 2017	\$1.00 USD	\$99,077.00 USD

Insurance consulting and brokerage services, including procurement, placement, and servicing of builder's risk on behalf of DGS for Orr Elementary School

· Monies for this CLIN transferred from ORM budget via attached MOU. (Robert Preston, Wed, 27 Sep, 2017)

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
3	Added	Insurance consulting and brokerage services,		each	20,258	Mon, 03 Jul, 2017	\$1.00 USD	\$20,258.00 USD

Insurance consulting and brokerage services, including procurement, placement, and servicing of builder's risk extension on behalf of DGS for Duke Ellington School of Arts

· Monies via MOU from DGS - please see attached document (Robert Preston, Wed, 27 Sep, 2017)

Total	\$121,765.00 USD

Changes

Robert Preston, Wed, 27 Sep, 2017

- Requisition Total Cost changed from \$1,000.00 USD to \$121,765.00 USD
- · Requisition Attachments 3 changed from (no value) to ORM MOU and Builders Risk for Orr elementary DH Lloyd 091417.pdf
- Requisition Attachments 4 changed from (no value) to DGS MOU and Builders Risk for Duke Ellington DH Lloyd 072314.pdf
- Requisition Professional Buyer changed from JED ROSS to (no value)
- Line Item 1, Description, Full Description changed from Insurance consulting and brokerage services, including procurement, placement, and servicing of:

 (a) builder's risk;
 (b) special events;
 and servicing of

insurance on behalf of DMV's temporary location in MD

- Line Item 1, Requisition Status String changed from Ordered to Composing
- Line Item 2 was added
- Line Item 3 was added
- Requisition TimeCreated changed from Mon, 3 Jul, 2017 to Wed, 27 Sep, 2017
- Requisition TimeUpdated changed from Wed, 27 Sep, 2017 to Wed, 27 Sep, 2017
- Line Item 1, Quantity changed from 1,000 to 2,430

Jane Waters, Mon, 10 Jul, 2017

- Line Item 1, Description, Supplier changed from null to D.H. Lloyd & Associates, Inc.
- Line Item 1, Supplier changed from null to D.H. LLOYD & ASSOC. INC.
- Line Item 1, Mail Code changed from null to 000 (D.H. LLOYD & ASSOC. INC.)

Robert Preston, Wed, 27 Sep, 2017

- Requisition Total Cost changed from \$1,000.00 USD to \$2,430.00 USD Line Item 1, Requisition Status String changed from Ordered to Composing Requisition TimeCreated changed from Mon, 3 Jul, 2017 to Wed, 27 Sep, 2017 Requisition TimeUpdated changed from Wed, 27 Sep, 2017 to Wed, 27 Sep, 2017 Line Item 1, Quantity changed from 1,000 to 2,430

Status: Submitted

		Approvals			***************************************
Required	Status	Reason	Approver	Approved By	Date
Required	Approved	Supervisor	JED ROSS	JED ROSS	Tue, 03 Oct, 2017
Required	Approved	Budget responsible manager to approve purchases against their budget	RJ0 Budget Responsible Manager	Delmar Parks	Wed, 27 Sep, 2017
Not Required	Ready	Agency Manager to watch requisitions greater than \$25,000	RJ0 Agency Manager		
Required	Approved	The designated OCFO Budget Reviewer to approve	RJ0 Budget Reviewer 2	Alemayehu Awas	Wed, 04 Oct, 2017
Required	Ready	The Contracting Officer to approve requisitions before sending purchase order to suppliers	RJ0 Contracting Officer		

Requisition Comments

- COMMENT by Funds Commit on 07/03/2017
 - Funds Commit Successful The funds commitment creation was successful. Batch Agency-RK0, Batch Number-002, Current Document Number-RQ960422 (Funds Commit, Mon, 03 Jul, 2017)
- Funds Encumbrance Failed The funds encumbrance creation failed, due to the following error: Batch Agency-RK0, Batch Number-001, Current Document Number-PO565464 Line 1, Accounting line 1 EX2-AGENCY NOT SEC RANGE (Integration, Mon, 10 Jul, 2017)
 COMMENT by Integration on 07/10/2017
 Funds Encumbrance Failed The funds encumbrance creation failed, due to the following error: Batch Agency-RK0, Batch Number-001, Current Document Number-PO565464 Line 1, Accounting line 1 EX2-AGENCY NOT SEC RANGE (Integration, Mon, 10 Jul, 2017)
- Funds Encumbrance Successful The funds encumbrance creation was successful. Batch Agency-RK0, Batch Number-003, Current Document Number-PO565471 (Integration, Mon, 10 Jul, 2017)
- Robert Preston, 09/27/2017:

- Robert Preston, 09/2//2017:

 Marketing (requesting insurance quotes) for GL, HNOA, and UMB for DMV's temporary lot rental in Maryland (Robert Preston, Wed, 27 Sep, 2017)

 COMMENT (ITEM 1) by Robert Preston on 09/27/2017

 Description changed for specific services rendered for this CLIN: marketing for insurance coverage on behalf of DMV and its temporary location in MD. (Robert Preston, Wed, 27 Sep, 2017)

 COMMENT (ITEM 2) by Robert Preston on 09/27/2017

 Monies for this CLIN transferred from ORM budget via attached MOLL (Robert Preston, Wed, 27 Sep, 2017)
- Monies for this CLIN transferred from ORM budget via attached MOU. (Robert Preston, Wed, 27 Sep. 2017) COMMENT (ITEM 3) by Robert Preston on 09/27/2017

 Monies via MOU for POCC.
- - Monies via MOU from DGS please see attached document (Robert Preston, Wed, 27 Sep, 2017)

Requisition Attachments

- ATTACHMENT(ITEM 2) by Robert Preston on Wednesday, September 27, 2017 at 12:11 PM ORM MOU and Builders Risk for Orr elementary - DH Lloyd 091417.pdf (10557427 bytes)
- ATTACHMENT(ITEM 3) by Robert Preston on Wednesday, September 27, 2017 at 12:18 PM DGS MOU and Builders Risk for Duke Ellington - DH Lloyd 072314.pdf (16110419 bytes)
- ATTACHMENT by Robert Preston on Monday, July 3, 2017 at 12:15 PM Captive RFP Insurance Policy Procurement.doc (428032 bytes)
- ATTACHMENT by Robert Preston on Monday, July 3, 2017 at 12:15 PM DH Lloyd Signed Contract for Brokerage Services Captive Procurement Solicition 01-2017.pdf (122052 bytes)

D.H. Lloyd & Associates Inc. 1625 K Street NW Suite 330 Washington, DC 20006 Phone: 202-223-1506

DC Government-ORM 441 4th Street, NW #800S Washington, DC 20001

INVOI	CE NO.	8650	Page	1			
ACCOUNT NO.	OP	DATE					
DCGOV-1	DS						
CONSULTIN	G SERVICES						
PO#		LOAN#					
PO565471							
COMPANY							
D.H. Lloyd &	Associates, Inc.						
PRODUCER							
EFFECTIVE	EXPIRATION	BALANCE DUE	ON				
08/31/2017	09/25/2017						

Itm #	Due Date	Trn	Description	Amount
504588	08/31/17	NEW	P0565471 Contract Fee	\$2,430.00

Marketing for GL, HNOA, & UMB - Temp. Lot Rental from MD or CDL Licensing Testing.

Denise Lloyd - 5 Hours @ \$135.00 per hour

Margaret Goodson - 3 Hours @ \$135.00 per hour

Donna Snyder - 10 Hours @ \$135.00 per hour

Invoice Balance:

\$2,430.00

Payment Due Upon Receipt. Thank you for our Business!

D.H. Lloyd & Associates Inc. 1625 K Street NW Suite 330 Washington, DC 20006 Phone: 202-223-1506

DC Government-ORM 441 4th Street, NW #800S Washington, DC 20001

INVOICE NO.	8646	Page	1
ACCOUNT NO. OP	DATE		
DCGOV-1 DS	09/15/2017		
Installation/Builders Risk			
POLICY#	LOAN#		
TBD			
COMPANY			
Nationwide Insurance Company	y		
PRODUCER			
EFFECTIVE EXPIRATION	BALANCE DUE	ON	
02/08/2017 07/01/2019			

Itm #	Due Date	Trn	Description	Amount
504516	09/15/17	NEW	Builder's Risk Pol Orr E.S.	\$99,077.00

Builder's Risk Coverage - Orr Elementary School Minnesota Ave. SE Washington DC 20020

Limit - \$44,000,000.00 Term - 02/08/2017 to 07/01/2019

PREMIUM INCLUDES A 15% COMMISSION. (\$14,861.55)

Invoice Balance: \$99,077.00

Payment Due Upon Receipt. Thank you for our Business!

D.H. Lloyd & Associates Inc. 1625 K Street NW Suite 330 Washington, DC 20006 Phone: 202-223-1506

INVOICE NO. 8647 Page ACCOUNT NO. OP DATE GOVER-1 MG 09/20/2017 Installation/Builders Risk POLICY# LOAN# CIM14977U COMPANY Nationwide Insurance Company PRODUCER EFFECTIVE EXPIRATION BALANCE DUE ON 08/19/2014 10/15/2017

Gov. - District of Columbia Office of Risk Management 441 4th Street NW, 800S Washington, DC 20001

Itm #	Due Date	Trn	Description	Amount
504585	09/20/17	+EN	Extend Policy Expire 10-15	\$20,258.00

Extend Duke Ellington Builders Risk Policy to expire

10-15-17 instead of 9-15-17

Invoice Balance:

\$20,258.00

Jed Re Approved

Payment Due Upon Receipt. Thank you for our Business!

Parks, Delmar (OFRM)

From:

Woldesemayat, Abebe (OCFO) on behalf of Requests, DV (OCFO)

Sent:

Wednesday, October 11, 2017 4:46 PM

To:

Parks, Delmar (OFRM); Requests, DV (OCFO)

Cc:

Awas, Alemayehu (OFRM); Bolden, Michael (OFRM); Preston, Robert (EOM)

Subject:

RE: DV Request - RJ0 FY17 payment

The Office of Financial Operations and Systems has completed the review of the DV request and determined that the Department of Captive Insurance Agency (RJO) is authorized to issue a direct voucher in the total amount of \$121,765.00 to DH Loyd and Associates, Inc.

The payment could be made from accrued funds if accruals have been made for the invoices.

The review was performed according to the guidelines in Financial Management and Control Order No. 07-004A* - Direct Vouchers, effective September 5, 2007, and revised on January 6, 2017 that is summarized below and on the basis of RJO's assertions and supporting evidence that RJO purchased insurance policies for coverage of DMV and DGS for fy-17. The agency failed to establish a purchase order prior to the year-end cut-off so it was not able to process the payment via PASS.

Summary of the Financial Management and Control Order No. 07-004A* - Direct Vouchers:

The Deputy CFO (DCFO) for the Office of Financial Operations and Systems (OFOS) may authorize the use of miscellaneous direct vouchers for other purposes upon making a determination that the transaction is: (1) not subject to the District's procurement rules and regulations; (2) an alternative means of processing the transaction is not available; and that (3) such voucher processing is not in violation of applicable law. Transactions that are no longer subject to the District's procurement rules and regulations are transactions resulting from a prior procurement action, such as: (1) contract in place; (2) a closed out purchase order, or; (3) an accrued liability that was not processed for payment during the fiscal period in which the transaction originally occurred.

If you have any additional questions concerning this issue, please contact Abe at the number below. Thanks.

Abe 442-8260

From: Parks, Delmar (OFRM)

Sent: Thursday, October 05, 2017 5:21 PM

To: Requests, DV (OCFO) <DV.Requests@dc.gov>

Cc: Awas, Alemayehu (OFRM) <Alemayehu.Awas@dc.gov>; Bolden, Michael (OFRM) <Michael.Bolden@dc.gov>;

Preston, Robert (EOM) < robert.preston@dc.gov>

Subject: DV Request - RJO FY17 payment

Good Afternoon,

Please find attached a miscellaneous direct voucher request for services rendered to the Captive Insurance Agency (RJO).

Regards,

GOVERNMENT OF THE DISTRICT OF COLUMBIA/OFFICE OF THE CHIEF FINANCIAL OFFICER GOVERNMENT OPERATIONS CLUSTER ACCOUNTS PAYABLE DIVISION

DIRECT YOUCHER COMPLIANCE CHECKLIST

THIS FORM MUST BE COMPLETED BEFORE ANY REQUEST IS PROCESSED

	YES	NO
✓ Is the direct voucher request time and date stamped? If no, © DO NOT PROCEED, stam immediately.	p	
✓ Is the correct memo template used for the direct voucher request? If no, South DO NOT PROCEED, Alert the AFO immediately to correct.	√	
✓ Is there valid approvals from the agency (i.e. Controller, Director of Financial Operations Agency Fiscal Officer (AFO), Financial Manager) If no, ■DO NOT PROCEED, obtain all signatures before proceeding.	√	
✓ Does the direct voucher payment type fall under the current OCFO Direct Voucher Contro Order 07-004A* (effective June 22, 2011)? Item # No. 07-004	ol 🗸	
If yes, does the payment control item # identified on the memo match the description?	✓	
If no, check to see if the request is an approved OFOS exception. If yes, is the approval notice from OFOS attached? Exception type: Contractual Payment FY17		
If no approval is attached, DO NOT PROCEED, Alert the AFO immediately to correct.		
Does the direct voucher request/attachment clearly identify the payee and the remittance information?	√	
✓ Is the payee already established in SOAR?	✓	
 Is this an Employee Reimbursement/Travel Advance? You are allowed to manually enter the miscellaneous tax ID "999999999" in PASS in order to make payment. 	√	
 If no, is there a completed W9 form attached to the request that match the payment name identified on the DV memo? Note: The W9 must be entered in PASS and approved by OFOS before payment is processed. 		
If no, DO NOT PROCEED, Alert the AFO/Financial Manager immediately to provide before processing can continue.		э
A/P Tech Comments and Signature:		
		Digitally signed
	Katrina L Corley	by Katrina L Corley Date: 2016.12.01 07:42:58 -05'00'

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DISTRICT OF COLUMBIA CAPTIVE INSURANCE AGENCY AND

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

This Memorandum of Understanding ("MOU") is entered into as of the 14TH day of December, 2017 (the Effective Date) by and between the District of Columbia Captive Insurance Agency ("Captive") and the District of Columbia Department of General Services ("DGS"), each referred to herein as a "Party" and collectively to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to the Captive to reimburse the Captive for the cost it incurs for adding 400 E Street Fire Station to the District's property and terrorism insurance. Coverage will be effective from 12/14/17 to 11/30/18. Upon expiration, 400 E Street Fire Station will formally renew with the District's other locations.

II. SCOPE OF WORK

A. Responsibilities of Captive

Procure the Policy Endorsement to add 400 E Street Fire Station to the property schedule.

B. Responsibilities of DGS

Reimburse Captive \$1,447.00 for the actual cost of the Policy Endorsement.

III. FUNDING

A. Cost of services

Total cost for services is One thousand four hundred and forty seven dollars (\$1,447.00).

B. Payment

- 1. Payment for services shall be made through an Intra-District advance by DGS to Captive in the amount of One thousand four hundred and forty seven dollars (\$1,447.00).
- 2. Advances to Captive for the services to be provided shall not exceed the actual cost of this MOU, One thousand four hundred and forty seven dollars (\$1,447.00).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remain in effect through September 30, 2018 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon DGS' request, Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;

- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
- 6. The convenience of either party.

VIII. NOTICE

A. For Department of General Services:

The following individual is the DGS contact point under this MOU:

Greer Gillis
Director
Greer.gillis@dc.gov

B. For Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters
Manager
Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties have executed this MOU as of the day and year written below.

DEPARTMENT OF GENERAL SERVICES

By: _____

Greer Johnson Gillis, Director

Date: <u>01 09 2018</u>

CAPTIVE INSURANCE AGENCY

By: Motors Managar

Jane Waters, Manager

Date: <u>12.14.</u>17

INTRA-DISTRICT STANDARD REQUEST FORM Government of the District of Columbia								
	PART I							
		GE	NERAL					
MOU NUMBER:	-		FF DATE OF MOU:					
		SELLER I	NFORMATION					
AGENCY:	DC C	aptive insurance Agency		AGENCY CODE:	RJ0			
NAME OF CONT	ACT:	Alemayehu Awas						
ADDRESS:	441 4	th Street NW, Suite 890N						
	Wast	lington, DC 20012						
TELEPHONE #:		27-6535						
FAX #: 202-727	-2202							
AUTHORIZING (OFFIC		DATE: 12/19	17				
		BUYER IN	FORMATION					
AGENCY:	Depa	rtment of General Services		AGENCY CODE:	AMO			
NAME OF CONT	ACT:	Masalmo Marchiori, Agency	Fiscal Officer					
ADDRESS:		2000 14th Street NW 8th Floo	or					
		Washington, DC 20009		0				
				<u> </u>				
TELEPHONE #:								
FAX #:								
AUTHORIZING (OFFIC	Henry Wong fr	9999 NATE: 18.1.19	_17				
PLEASE	SEE I	NEXT PAGE FOR FUNDING IN	FORMATION					

					PART II				11111	
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		100		dryg 1	alia wa			nik		
GOOD/ S	ERVICE:	•	To rei	mburse C	aptive Ins	urance A	gency for cost o	f Policy En	dorsement in	surance

								\$1,	447.00	
***	AGY	YR	ORG CODE	FUND	INDEX	:PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
eller	RJ0	18		0700	RJOID	RJOID	4600	4600		RJOAMO/01
luyer	AMO	18		0100	A2004	\$6000	0408	0406		
20024										
300D/ S	ERVICE:	i		-					100	
			-							
DATE:	/	_/					TOTAL:			
	AGY	YR	ORG CODE	FUND	INDEX	PCA	ОВЈ	AOBJ	GRANT/PH	PROJ/PH
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ELLER										-
UYER		<u> </u>								
-	ERVICE:									
-	ERVICE:									
GOOD/ S	ERVICE:						TOTAL:			
GOOD/ S	_/	_/								
GOOD/ S			ORG CODE	FUND	INDEX	PCA	TOTAL:	AOBJ	GRANT/PH	PROJ/PH
GOOD/ S	_/	_/		FUND	INDEX	PCA		AOBJ	GRANT/PH	PROJPH
GOOD/ S	_/	_/		FUND	INDEX	PCA		AOBJ	GRANT/PH	PROJPH
GOOD/ S DATE:	AGY	_/ YR		FUND	INDEX	PCA		AOBJ	GRANT/PH	РЯОЛРН
GOOD/ S DATE:	_/	_/ YR		FUND	INDEX	PCA		AOBJ	GRANT/PH	РВОЛЬН
GOOD/ S DATE:	AGY	_/ YR		FUND	INDEX	PCA		AOBJ	GRANT/PH	РЯОЛРН
BOOD/ S DATE: ELLER UYER GOOD/ S	AGY	_/ YR	ORG CODE	FUND	INDEX	PCA		AOBJ	GRANT/PH	PROJPH
BOOD/ S DATE: ELLER UYER GOOD/ S	AGY	_/ YR	ORG CODE	FUND	INDEX	PCA PCA	OBJ	AOBJ	GRANT/PH	PROJPH
BOOD/ S DATE: ELLER UYER BOOD/ S DATE:	AGY ERVICE:	_/	ORG CODE			-	OBJ			
BOOD/ S DATE: ELLER UYER GOOD/ S	AGY ERVICE:	_/	ORG CODE			-	OBJ			

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CAPTIVE INSURANCE AGENCY AND OFFICE OF RISK MANAGEMENT

This Memorandum of Understanding ("MOU") is entered into as of the 14th day of September, 2017 (the Effective Date) by and between the Captive Insurance Agency ("Captive") and the Office of Risk Management ("ORM"), each referred to herein as a "Party" and collectively to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, ORM will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders risk policy of insurance (the "Policy") relating to construction work at Orr Elementary School, 2200 Minnesota Avenue, S.E., Washington D.C., 20020 to cover a term effective February 8, 2017 through July 1, 2019.

II. SCOPE OF WORK

A. Responsibilities of the Captive

Procure the Policy.

B. Responsibilities of ORM

Reimburse the Captive \$99,077.00 for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is Ninety-nine thousand and seventy-seven Dollars (\$99,077).

B. Payment

1. Payment for services shall be made through an Intra-District advance by ORM to the Captive in the amount of Ninety-nine thousand and seventy-seven Dollars (\$99,077).

- 2. Advances to the Captive for the services to be provided shall not exceed the actual cost of this MOU, Ninety-nine thousand and seventy-seven Dollars (\$99,077).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remain in effect through September 30, 2017 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon ORM's request, the Captive will make these documents available for inspection by duly authorized representatives of ORM and other District officials as may be specified by ORM at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
- 6. The convenience of either party.

VIII. NOTICE

A. For Office of Risk Management

The following individual is the ORM contact point under this MOU:

Sam Yeung Deputy Director Sam.yeung@dc.gov

B. For the Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters
Insurance Program Officer
Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

The Parties have executed this MOU as of the day and year written below.

OFFICE OF RISK MANAGEMENT

Jed/Ross, Chief Risk Officer

Date: 9//3//7

CAPTIVE INSURANCE AGENCY

By: Atrelly tell	Date:	9.14.17
Jane Waters, Manager		

	INTRA-DISTRICT STANDARD REQUEST FORM	
	Government of the District of Columbia	
	PART I GENERAL	
	GENERAL	
MOU NUMBER:	DATE OF MOU: _ 9/29/2017	
	SELLER INFORMATION	
AGENCY:	Captive Insurance Agency AGENCY CODE:	RJ0
NAME OF CONTA	CT: Alex Alemayeru Allemayeru Awas	
ADDRESS:	441 4th Street, NW	
	Suite 890N	
	Washington DC 20001	
TELEPHONE #:	202-727-6535	
FAX#: (202-727-	-2202	
AUTHORIZING O	FFICERDATE: 1 0 1 0 4 1 1 7	
	BUYER INFORMATION	
AGENCY:	Office of Risk Management AGENCY CODE:	RK0
NAME OF CONTA	ACT: Alex Alemayetru Alemayew Awas	· ·
ADDRESS:	441 4th Street, NW	
	Suite 890N	
	Washington DC 20001	
TELEPHONE #:		
FAX #: (202-727		
AUTHORIZING O	And .	
PLEASE	SEE NEXT PAGE FOR FUNDING INFORMATION	

PART II									
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Buyer									
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GOOD/S	ERVICE:								







ROUTING SLIP

Office of the Director

Date: Sept 21, 2017

DUE: Sept 22, 2017

		Dilit Di		MOLL	
SUBJECT: Duke Ellington	School of the Arts Builde	ers Risk Insurance Exte	ension	Received:	12912
TITLE	NAME	REQUIRED ACTION(S)	N/A	INITIAL	DATE
Director	GREER JOHNSON GILLIS	Signature/Approval		GUG	9/22/201
General Counsel	CAMILLE SABBAKHAN		Pl	ease see bel	low '
Supervisory Attorney (if applicable)		Approval			
Applicable Division's Chief	SPENCER DAVIS	Approval		P	9/22/1
	JOCCOLE BURTON	Approval		(2)	23gb
	JEROME FLETCHER	Approval		ACF	9/244
		00	(20)	2) 576 9500	
Name of Originator/Division	n: Endrea Frazier/OCOS/Ris	Phone Number:	,	2) 576-8599	
For all documents: Project Name: Duke Elling Type of Document: Memo		Contracti signed (if applicable):	ng Part	y (if applic	adie):
For Portfolio Division docum Realty Specialist:	ments only:				
District as: Landlord Permittor	Tenant License Permittee Grantee	e Licensor De Grantor Of	eclarant her		
Date Document Executed:	ELM	o			
The DGS Office of the Gen sufficiency.	eral Counsel has reviewed a	and approved the attached	d docum	ent for leg	al
1 2000 51		UIZ II I			

DLRS# 1403



ROUTING SLIP

Office of the Director

Date: Sept 29, 2017

DUE: Sept 29, 2017

				. ,	MOLL E.m.	ling		
SUBJECT: Du	ke Ellington S	School of the Arts Bu	ilders Risk Insurance Ext	ension I	Received:	1/2/13		
TITLE NAME			REQUIRED ACTION(S)	N/A	INITIAL	DATE		
Director		GREER JOHNSON GILLIS	Signature/Approval		GJG	8/29/20		
General Counsel		CAMILLE SABBAKHAN		Pl	ease see bel	ow		
Supervisory Attor applicable)	rney (if		Approval		-			
Applicable Division	on's Chief	SPENCER DAVIS	Approval	,	2	9/28		
		JOCCOLE BURTON	Approval		(1)	9.29.17		
		JEROME FLETCHER	APPROVAL		AST	9.29.17		
- Chief Adm Officer	inistrative	Angela Gray	Approval		AG	9.29.1		
- Resource A	llocation	Robert Seabrooks	Approval					
Name of Orig	inator/Division	: Endrea Frazier/OCOS	Risk Phone Number:		2) 576-8599			
•	: Duke Ellingto	on School of the Arts	Contract Assigned (if applicable):	ing Part	y (if applica	able):		
Type of Docu	ment: Memo	Attorney	Assigned (if applicable).					
For Portfolio Realty Specia	<i>Division docun</i> dist:	nents only:						
District as:	District as: Landlord Tenant Licensee Licensor Declarant Permittor Permittee Grantee Grantor Other							
Date Docume	ent Executed: _	E	ГМО					
The DGS Office of the General Counsel has reviewed and approved the attached document for legal sufficiency. Carnille Sabbakhan, General Counsel Revised 7/10/2017								

CAPTIVE INSURANCE AGENCY

Pate: 9.21.17

ש

VIII. NOTICE

A. For Department of General Services

The following individual is the Department of General Services ("DGS"), contact point under this MOU:

Endrea Frazier Deputy Chief of Staff Endrea.Frazier@dc.gov

B. For the Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters
Insurance Program Officer / Captive Manager
Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

The Parties have executed this MOU as of the day and year written below.

DEPARTMENT OF GENERAL SERVICES

Greer Johnson Gillis, Director

Date: 9/22/2017

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon DGS's request, the Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU:
- 6. The convenience of either party.

- 2. Advances to ORM for the services to be provided shall not exceed the actual cost of this MOU, Twenty Thousand, Two Hundred and Fifty Eight Dollars (\$20,258.00).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remains in effect through September 30, 2017 unless sooner terminated pursuant to Article VII of this MOU.

OLLICE OL BISK WYNYGEWENT OLLIVE INSURANCE AGENCY BY AND BETWEEN MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the 20th day of September, 2017 (the Effective Date) by and between the Captive Insurance Agency ("Captive") and the Department of General Services ("DGS"), each referred to herein as a "Party" and collectively to herein as the "Parties"

I INLIGODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders risk policy of insurance (the "Policy") relating to renovation work at Duke Ellington School of the Arts, 3500 R Street, NW, Washington, DC 20007 to cover a term effective September 15, 2017 to October 15, 2017.

A. Responsibilities of the Captive

Procure the Policy.

B. Responsibilities of DGS

Reimburse the Captive \$20,258.00 for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is Twenty Thousand, Two Hundred and Fifty Eight Dollars (\$20,258.00).

B. Payment

1. Payment for services shall be made through an Intra-District advance by DGS to ORM in the amount of Twenty Thousand, Two Hundred and Fifty Eight Dollars (\$20,258.00).

PART II									
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1000000	AGY	YR	ORG CODE	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
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Buyer	AM0	17		YY59E	95101	409	409		YY159C/4
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GOOD/S	ERVICE:								

INTRA-DISTRICT STANDARD REQUEST FORM Government of the District of Columbia							
PART I							
	GENERAL						
MOU NUMBER: _	DATE OF MOU: 9/29/2017						
	SELLER INFORMATION						
AGENCY:	Captive Insurance Agency AGENCY CODE:	RJ0					
NAME OF CONTAC	CT: Alex Alemayohu Alemayohu AWas						
ADDRESS:	441 4th Street, NW						
4	Suite 890N						
7	Washington DC 20001						
TELEPHONE #:							
FAX#: (202-727-22	202						
AUTHORIZING OF	FICERDATE: 1010311 -						
	BUYER INFORMATION						
AGENCY:	Department of General Services AGENCY CODE:	OMA					
NAME OF CONTAC	CT: Massimo Marchiori						
ADDRESS:	2000 14th Street NW						
	5th Floor						
	Washington, DC 20009						
TELEPHONE #: _	202-698-7476						
FAX #:							
AUTHORIZING OF	FICER DATE: 9 1291_17						
	PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION						

b

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE DISTRICT OF COLUMBIA CAPTIVE INSURANCE AGENCY AND

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

This Memorandum of Understanding ("MOU") is entered into as of the 15th day of November, 2017 (the Effective Date) by and between the District of Columbia Captive Insurance Agency ("Captive") and the District of Columbia Department of General Services ("DGS"), each referred to herein as a "Party" and collectively to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to Captive to reimburse Captive for the cost it incurs for the procurement of a builder's risk policy of insurance (the "Policy") to cover a term effective June 20, 2017 through October 16, 2018 for the Coolidge High School Capital Modernization project.

II. SCOPE OF WORK

A. Responsibilities of Captive

Procure the Policy.

B. Responsibilities of DGS

Reimburse Captive \$191,003 for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is One Hundred Ninety-One Thousand and Three dollars (\$191,003).

B. Payment

- 1. Payment for services shall be made through an Intra-District advance by DGS to Captive in the amount of One Hundred Ninety-One Thousand and Three dollars (\$191,003).
- 2. Advances to Captive for the services to be provided shall not exceed the actual cost of this MOU, One Hundred Ninety-One Thousand and Three dollars (\$191,003).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remain in effect through September 30, 2018 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon DGS' request, Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
- 6. The convenience of either party.

VIII. NOTICE

A. For Department of General Services:

The following individual is the DGS contact point under this MOU:

Greer Gillis
Director
Greer.Gillis@dc.gov

B. For Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters
Manager
Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties have executed this MOU as of the day and year written below.

DEPARTMENT OF GENERAL SERVICES

By: Green Johnson Gillis Director

Date: 12/15/17

CAPTIVE INSURANCE AGENCY

By: Jane Waters, Manager

Date: ://./17-17

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

	PARTI	
MOU NUMBER:		
Services:	AMOUNT: \$191,003	
	SELLER INFORMATION	
AGENCY: Med. L	iability Captive Insurance AGEN	CY CODE: RJ¢
NAME OF CONTACT:	emayer Awas	200
ADDRESS: 44	1 4th street	
	Whington DC, NEW 20001	
TELEPHONE #:	202-727-6535	
FAX #:	202-727-0659	
AUTHORIZING OFFICER	1911	8
	BUYER INFORMATION	
AGENCY: Department of (General Services AGENCY	CODE: AMO
NAME OF CONTACT:	Massimo Marchiori	
ADDRESS:	2000 14th St. NW	
in the second	Washington, DC 20001	
TELEPHONE #: (202)698-747	1	
FAX #:	Musin Mankini	
AUTHORIZING OFFICER		

PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION

PART II										
MOU NUMBER:							OF			
		S	ERVICE IN	NFORMA	TION AN	D FUNDIN	NG CODES			
GOOD/S	EDVICE:	INSURANCE PROCUREMENT COST REIMBURSEMENT -								
GOOD/ SERVICE:										
		Coolidge High School								
							TOTAL: \$191,003.00			
	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	
Seller	RJ0	18	7750	RJCHS	RJCHS	4600	4600	19	RJ0CHS/01	
Buyer	AM0	08	0300	NX83D	95101	409	409		NX837C/04	
GOOD/ SERVICE:										
DATE:	_'	<i></i>				TOTAL:				
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SELLER										
Buyer										
GOOD/ SERVICE:										
0000, 0.	LICE I									
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The sale	AGY	YR	ORG CODE	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	
SELLER										
BUYER										
GOOD/ SERVICE:										

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







December 5, 2017

By Electronic Mail

Ms. Denise Lloyd-Withrow President & CEO D.H. Lloyd & Associates 1625 K Street, NW, Suite 330 Washington, DC 20006 lloydd@dhlloyd.com

Reference: Co

Coolidge Senior High School - 6315 5th St NW, Washington, DC 20011

Subject:

No Known Losses

Dear Ms. Lloyd-Withrow:

As per the request for the provision of builder's risk insurance coverage for Coolidge Senior High School, this letter shall serve as confirmation on behalf of the District of Columbia Department of General Services that there have been no claims related to work related injury, property loss or liability claims at this property.

Should you have any questions, please feel free to contact me directly at (202) 671-2397.

Sincerely,

Greer J. Gillis, PE, Director Department of General Services

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DISTRICT OF COLUMBIA CARTIVE INSURANCE AC

THE DISTRICT OF COLUMBIA CAPTIVE INSURANCE AGENCY AND

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

This Memorandum of Understanding ("MOU") is entered into as of the 31 day of October, 2017 (the Effective Date) by and between the District of Columbia Captive Insurance Agency ("Captive") and the District of Columbia Department of General Services ("DGS"), each referred to herein as a "Party" and collectively to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to Captive to reimburse Captive for the cost it incurs for the procurement of a builder's risk policy of insurance (the "Policy") to cover a term effective June 20, 2017 through October 16, 2018 for the Macfarland Middle School Capital Modernization project.

II. SCOPE OF WORK

A. Responsi bilities of Captive

Procure the Policy.

B. Responsibilities of DGS

Reimburse Captive \$52,149.00 for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is Fifty Two Thousand One Hundred Forty Nine dollars (\$52,149.00).

B. Payment

- 1. Payment for services shall be made through an Intra-District advance by DGS to Captive in the amount of Fifty Two Thousand One Hundred Forty Nine Thousand dollars (\$52,149.00).
- 2. Advances to Captive for the services to be provided shall not exceed the actual cost of this MOU, Fifty Two Thousand One Hundred Forty Nine dollars (\$52,149.00).
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall commence on the Effective Date and remain in effect through September 30, 2018 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon DGS' request, Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU:

6. The convenience of either party.

VIII. NOTICE

A. For Department of General Services:

The following individual is the DGS contact point under this MOU:

Greer Gillis
Director
Greer.Gillis@dc.gov

B. For Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters Manager Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c).

XI. MISCELLANEOUS

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties have executed this MOU as of the day and year written below.

DEPARTMENT OF GENERAL SERVICES

By: Greer Johnson Gillis, Director

Date: 12517

CAPTIVE INSURANCE AGENCY

By: Jane Waters, Manager

Date: //./17-17

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PARTI	1.
MOU NUMBER:	
Services: AMOUNT: \$52,149	
SELLER INFORMATION	
AGENCY: Med. Liability Captive Insurance AGENC	Y CODE: PJØ
NAME OF CONTACT: Alemayer Awas	
ADDRESS: 441 4th Ctreet	
Mashington DC NIM 20001	
TELEPHONE #: 202 - 727 - 6535	
FAX#: 202-727-0659	
AUTHORIZING OFFICER 1918	
BUYER INFORMATION	
AGENCY: Department of General Services AGENCY	CODE: AMO
NAME OF CONTACT: Massimo Marchiori	
ADDRESS: 2000 14th St. NW	
Washington, DC 20001	
TELEPHONE #: (202)658.7471	
FAX #:	
AUTHORIZING OFFICER Masine Mankini	

PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION

				PART II							
MOU NUM	MBER:						OF				
			EDVICE II	ICODMA	TION AN	DELINIDIA	IC CODES				
	SERVICE INFORMATION AND FUNDING CODES										
GOOD/S	ERVICE:		INSURANCE PROCUREMENT COST REIMBURSEMENT -								
			McFarland	McFarland High School							
							тот	AL: \$52,1	49.00		
	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH		
Seller	RJ0	18	7750	RJMMS	RJMMS	4600	4600		RJ0MMS/01		
Buyer	АМ0	08	0300	WRDFA	95101	409	409		YY1W4C/01		
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GOOD/ S	ERVICE:										
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SELLER								(a)			
BUYER											
GOOD/ SERVICE:											

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







December 5, 2017

By Electronic Mail

Ms. Denise Lloyd-Withrow President & CEO D.H. Lloyd & Associates 1625 K Street, NW, Suite 330 Washington, DC 20006 lloydd@dhlloyd.com

Reference:

Macfarland Middle School – 400 Iowa Ave NW, Washington, DC 20011

Subject:

No Known Losses

Dear Ms. Lloyd-Withrow:

As per the request for the provision of builder's risk insurance coverage for Macfarland Middle School, this letter shall serve as confirmation on behalf of the District of Columbia Department of General Services that there have been no claims related to work related injury, property loss or liability claims at this property.

Should you have any questions, please feel free to contact me directly at (202) 671-2397.

Sincerely,

Greer J. Gillis, PE, Director

Department of General Services

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		PART I		
		GENERAL		
MOU NUMBER:		DATE OF MOU:	4/26/2017	,
		SELLER INFORMATION		
AGENCY:	Office	on Asian & Pacfic Islanders Affairs	AGENCY CODE:	AP0
NAME OF CONTA	ACT:	Eden Teklebrhane	_	
ADDRESS:	441 4t	h Street, NW	_	
	Suite	390N	_	
	Washi	ngton DC 20001	_	
TELEPHONE #:	202	-727 -1259		
FAX#: ()			
AUTHORIZING C	FFICE	Hen Johl DATE: 0 51	1017	
		BUYER INFORMATION		
AGENCY:	Office	of Risk Management	GENCY CODE:	RK0
NAME OF CONT.	ACT:	Alemayehu Awas	_	n
ADDRESS:		441 4th Street, NW	_	
		Suite 890N	_	
		Washington DC 20001	_	
TELEPHONE #:	202-7	27-6535		
FAX#: 202-72	7-2202			
AUTHORIZING (OFFICE	RDATE: 1510	4117	
PLEASE	SEE N	EXT PAGE FOR FUNDING INFORM	ATION	
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MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DISTRICT OF COLUMBIA OFFICE OF RISK MANAGEMENT AND THE MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDERS AFFAIRS

This Memorandum of Understanding ("MOU") is entered into as of April 24, 2017 (the Effective Date) by and between the District of Columbia Office of Risk Management ("ORM") and the Mayor's Office on Asian and Pacific Islanders Affairs ("MOAPIA"), each referred to herein as a "Party" and collectively to herein as the "Parties".

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, MOAPIA will provide funds to ORM to reimburse ORM for the cost it incurs for the procurement of a general liability insurance policy to protect the District of Columbia government ("District") against the risk of loss that may arise out of a proposed filming by a District employee on the rooftop of a building at 675 H Street, NW, Washington, DC 20005. The insurance policy will cover the owners of the property, AFIAA Arch Square, LLC and Stream Realty Partners—DC, LP as additional insureds and will cover a term effective April 27, 2017 through April 30, 2017.

II. SCOPE OF WORK

A. Responsibilities of ORM

Procure the general liability policy described in Article I of this MOU.

B. Responsibilities of MOAPIA

Reimburse ORM \$531.00 for the cost of the general liability policy described in Article I.

III. FUNDING

A. Cost of services

Total cost for services is five hundred thirty one dollars (\$531.00),

B. Payment

- 1. Payment for services shall be made through an Intra-District advance by MOAPIA to ORM in the amount of five hundred thirty one dollars (\$531.00).
- 2. Advances to ORM for the services to be provided shall not exceed the actual cost of this MOU, five hundred thirty one dollars (\$531.00)
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under 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

This MOU shall be in effect from the Effective Date through April 30, 2017 unless it is terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. ORM shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon MOAPIA's request, ORM will make these documents available for inspection by duly authorized representatives of the MOAPIA and other officials as may be specified by MOAPIA at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
- 6. The convenience of either party.

VIII. NOTICE

A. For MOAPIA:

The following individual is the MOAPIA contact point under this MOU:

Dory Peters Deputy Director Dory.peters@dc.gov

B. For ORM:

The following individual is the ORM contact point under this MOU:

Jane Waters Insurance Program Officer Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c)

XI. MISCELLANEOUS

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

The Parties have executed this MOU as of the day and year written below.

By: David Do, Director

MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDERS AFFAIRS

Date: 4/26/2017

OFFICE OF RISK MANAGEMENT

By: Am flund for Date: 4/26/2017

Jed Ross, Director

Coard, Austin (OFRM)

From:

Mills, Stacie (OCFO)

Sent:

Thursday, May 04, 2017 9:12 AM

To:

Parks, Delmar (OFRM); Barbera, Charles (EOM); Coard, Austin

(OFRM)

Cc: Subject: Lee, Laverne (OCFO); Lyons, Steve (OCFO)

Attachments:

RE: MOU Approval
MOU ORM AAPLA.pdf

Follow Up Flag: Flag Status:

Follow up Flagged

.

The attached updated MOU is legally sufficient.

Stacie

Hello-

From: Parks, Delmar (OFRM)

Sent: Thursday, April 27, 2017 3:28 PM

To: Barbera, Charles (EOM); Mills, Stacie (OCFO); Coard, Austin (OFRM)

Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO)

Subject: RE: MOU Approval

Charlie,

Do you have the soft copy of the MOU to make the correction?

Regards,

Delmar Parks
Agency Budget Analyst
Office of Finance and Resource Management (OFRM)
441 4th Street, NW Suite 890N
Washington, DC 20001
(202) 727-9930

From: Barbera, Charles (EOM)

Sent: Thursday, April 27, 2017 2:41 PM

To: Mills, Stacie (OCFO) < Stacie.Mills2@dc.gov >; Parks, Delmar (OFRM)

<Delmar.Parks@dc.gov>

Cc: Frazier, Tonya (OFRM) <Tonya.Frazier@dc.gov>; Lee, Laverne (OCFO)

!laverne.lee@dc.gov"> tyons, Steve (OCFO) < steve.lyons@dc.gov

Subject: RE: MOU Approval

Five Hundred Thirty One (\$531) in accordance with Article II and III.B. .

From: Mills, Stacie (OCFO)

Sent: Thursday, April 27, 2017 1:44 PM

To: Parks, Delmar (OFRM)

Cc: Barbera, Charles (EOM); Frazier, Tonya (OFRM); Lee, Laverne (OCFO);

Lyons, Steve (OCFO)

Subject: RE: MOU Approval

Hello-

Please note that in Section III PAYMENT the payment amount says "five hundred and twenty dollars" yet contains the number "\$531.00" in parentheses. It is not clear which number is the correct one.

Thanks,

Stacie

From: Parks, Delmar (OFRM)

Sent: Thursday, April 27, 2017 11:08 AM

To: Mills, Stacie (OCFO)

Cc: Barbera, Charles (EOM); Frazier, Tonya (OFRM)

Subject: MOU Approval

Hello Stacie,

I've attached for your review and approval. Please advise if the attached MOU is approved.

Regards,
Delmar Parks
Agency Budget Analyst
Office of Finance and Resource Management (OFRM)
441 4th Street, NW Suite 890N
Washington, DC 20001
(202) 727-9930

Coard, Austin (OFRM)

From:

Peters, Dory (EOM)

Sent:

Tuesday, May 09, 2017 2:17 PM

To: Subject: Coard, Austin (OFRM)
RF: MOU with ORM

Sure. Use our local fund, outreach activity

Thank you.

Dory Peters

Deputy Director (MOAPIA)

(202) 727 - 9646

From: Coard, Austin (OFRM)

Sent: Tuesday, May 09, 2017 2:13 PM

To: Peters, Dory (EOM)
Subject: RE: MOU with ORM

Hi Dory,

Unfortunately, we can't pay for an MOU as the buyer via intradistrict funds. It would have to come out of local fund.

Thanks,

Austin Coard
Budget Analyst
Office of Finance and Resource Management
Office of the Chief Financial Officer
Government of the District of Columbia
202.727.8878

The Government Operations Cluster: Continuous Improvement is Our Priority

From: Peters, Dory (EOM)

Sent: Tuesday, May 09, 2017 2:11 PM

To: Coard, Austin (OFRM)
Subject: RE: MOU with ORM

Hi Austin.

Please use DHCD MOU funding.

Thank you.

Dory Peters
Deputy Director (MOAPIA)
(202) 727 - 9646

From: Coard, Austin (OFRM)

Sent: Monday, May 08, 2017 3:01 PM

To: Peters, Dory (EOM) **Subject:** MOU with ORM

Hi Dory,

Can you please let me know which activity under comp object 0408 you would like to use in order to pay for the \$531.00 MOU with the Office of Risk Management? Please see attached report and let me know if you have any questions.

Thanks,

Austin Coard
Budget Analyst
Office of Finance and Resource Management
Office of the Chief Financial Officer
Government of the District of Columbia
202.727.8878

The Government Operations Cluster: Continuous Improvement is Our Priority

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DISTRICT OF COLUMBIA OFFICE OF RISK MANAGEMENT AND THE DISTRICT DEPARTMENT OF TRANSPORTATION FY 2017

This Memorandum of Understanding ("MOU") is entered into by and between the District of Columbia Office of Risk Management ("ORM") and the District Department of Transportation ("DDOT"), each referred to herein as a "Party" and collectively to herein as the "Parties". Pursuant to the terms of this MOU, DDOT will provide funds to ORM to support the costs of a defensive driver training program for the government of the District of Columbia ("District").

I: INTRODUCTION AND OVERVIEW

District government operates a fleet of nearly 6,000 vehicles in a busy driving environment, and as such, is exposed to many opportunities for traffic crashes and injuries. This creates potential for human harm and even loss of life. In addition, the District is vulnerable to costly property damage and legal claims against it Motor vehicle claims have consistently been the most common of the pre-litigated claims paid by the District in settlements. Motor vehicle crashes with fixed objects, failure to yield right of way, sideswipes, rear ends, and improper backing are the most common occurrences, many of which can cause serious injuries to vehicle occupants or nearby vulnerable travelers. With the exception of a few agencies that have contracted with external providers of defensive driver training, the District has no program to prevent these incidents. ORM will design and implement a mandatory Vision Zero Defensive Driver Training Program for District employees who operate District vehicles, and will pilot the program at DDOT.

II. SCOPE OF WORK

A. Responsibilities of ORM

- 1. Create a standardized vehicle operator training program compliant with Department of Motor Vehicles ("DMV") and Department of Human Resources ("DCHR") laws, regulations, and policy.
- 2. Develop online training materials and behind the wheel training and evaluation components, including corrective in-vehicle training for identified high-risk drivers.
- 3. Develop content that will, at a minimum, prevent aggressive driving, dangerous backing of vehicles, striking fixed objects, front and rear-end collisions, intersection collisions, distracted driving, and other high-risk behaviors.

- 4. Create an oversight entity with other District agencies, including DDOT, to track the development and effectiveness of the program, and to track agency and employee compliance.
- 5. Pilot the vehicle operator training program with DDOT as the first agency.

B. Responsibilities of DDOT

- 1. Provide ORM with any necessary data related to collisions and or violations to inform development of the training program.
- 2. Provide expertise related to District of Columbia-specific traffic safety issues, including multi-modal safety, vulnerable users, large vehicles, etc.
- 3. Monitor progress of the program and participate as the first pilot agency.

III. FUNDING

A. Cost of services

- 1. In consideration of the budget in Attachment A for the services described above, DDOT shall render to ORM budget allotment and authority in an Intra-District Standard Request Form.
- 2. The cost of services provided by ORM to support the vehicle for hire enforcement efforts under this MOU shall be one hundred thirty thousand dollars (\$130,000) for actual costs incurred in providing all of the services identified in this MOU as detailed in Attachment A. If DDOT and ORM seek to enhance enforcement efforts, the parties shall modify this agreement pursuant to Article X, MODIFICATIONS.

B. Payment

- 1. Payment for goods and services shall be made through an initial Intra-District advance by DDOT to ORM of one hundred thirty thousand dollars (\$130,000);
- ORM shall submit a single reconciliation which shall explain the amounts charged for that period and include the services for which the charge was assessed;
- 3. Advances to ORM for the services and goods to be provided shall not exceed the amount of this MOU; the amount charged for services shall not exceed actual cost:

- 4. ORM will receive the advance and bill DDOT through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. ORM will return any excess advance to DDOT no later than thirty (30) days after the current fiscal year; and
- 5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under the foregoing statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION OF MOU

A. Term

This MOU shall be in effect for Fiscal Year 2017, from October 1, 2016, through September 30, 2017, unless it is terminated pursuant to Article IX of this MOU.

B. Renewal

This MOU may be renewed for four (4) additional one (1) year terms upon the mutual written consent of DDOT and ORM, subject to lawful appropriations.

C. Amendment

This MOU may be amended upon the written agreement of all Partics.

VI. COMPLIANCE AND MONITORING

A. Monitoring

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

B. Records and reports

- 1. ORM shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
- 2. Upon DDOT's request, ORM will make these documents available for inspection by duly authorized representatives of the DDOT and other officials as may be specified by DDOT at its sole discretion.

VII. CONFIDENTIALITY

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, specifically the District of Columbia Freedom of Information Act.

VIII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

- 1. Lack of funding;
- 2. Changes in applicable law;
- 3. Changes in the structure or nature of the program;
- 4. Elimination of the program or service;
- 5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;

6. The convenience of either party.

IX. NOTICE

A. For DDOT:

The following individual is the DDOT contact point under this MOU:

Sam Zimbabwe
Acting Chief Project Delivery Officer
District Department of Transportation
55 M Street, SE
202.671.2542
Sam.zimbabwe@dc.gov

B. For ORM:

The following individual is the ORM contact point under this MOU:

Kim Nimmo
Risk Prevention and Safety Manager
Executive Office of the Mayor
Office of Risk Management
441 4th Street, NW Suite 800 South
Washington, D.C. 20001
202-727-6987
kim.nimmo@dc.gov

X. MODIFICATIONS

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

XI. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k); 50-921.20 (c)

XII. MISCELLANEOUS

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

(The rest of this page is intentionally blank. Signatures appear on the following page.)

The Parties have executed this MOU as of the day and year written below.

DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

Date: 16/17	
ANAGEMENT	
Date: 1/12/17	7
_	ANAGEMENT

ATTACHMENT A ORM Vision Zero Defensive Driver Training Budget

TOTAL	\$130,000.00
Office of Cable Television Filming	
Web-hosting	43,250.00
Other Direct Costs	
Equipment	
Production of e-learning materials	
Existing driver training program review	
Third-party development	
Contractual Services	86.750.000
Travel and Subsistence	
Benefits	
Salaries and Fringe	
Salaries and Wages	

INTRA-DISTRICT STANDARD REQUEST FORM Government of the District of Columbia PART I GENERAL MOU NUMBER: IDSR Request Date: 1 1/13/2017 SELLER INFORMATION RK0 AGENCY: District Of Columbia Office Of Risk Management AGENCY CODE: NAME OF CONTACT: Michael Bolden ADDRESS: 441 4th St, NW Suite 800 South Washington, DC 20001 TELEPHONE #: 202-727-6534 EMAIL: AUTHORIZING OFFICER MZBelden DATE: _ [1/7 1/7 **BUYER INFORMATION** KA0 AGENCY: **District Department of Transportation** AGENCY CODE: NAME OF CONTACT: **CALVIN SKINNER** ADDRESS: 55 M STREET, SE Washington, D.C. 20003 TELEPHONE #: 202-671-1374 EMAIL: calvin.skinner@da.gov DATE: 01/13/17 AUTHORIZING OFFICER PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

Revised by OBP 9/18/98

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	PART II								
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	SERVICE INFORMATION AND FUNDING CODES								
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	AGY	YR	ORG CODE	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	RK0	17		2120L	21200	4600	4600		RK0KA0/01
Buyer	KA0	17		R4010	PDBK1	0409	0409		
					No.				
GOOD/S	ERVICE:								
DATE:	_'	_'_	 6			TOTAL:			
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BUYER	Clarker St. S. Sec.							S-1412-6007-McGaSHARANI	
GOOD/S	GOOD/ SERVICE:								

Government of the District of Columbia

Department of Transportation



Inter-office Memorandum Privileged and Confidential

MEMORANDUM

TO:

Alice Kelly

Chief, Office of Policy and Government Affairs

Jonathan M. Rogers

Policy Office of Policy and Government Affairs

THRU:

Frank Seales, Jr. ()

FROM:

Glenn Dubin

Assistant Attorney General

DATE:

December 28, 2016

RE:

Review for Legal Sufficiency: Vision Zero MOU with the Office of Risk

Management

Worldox Number: 3876

Packet Tracker Number: 4001

This memorandum is written in response to your request that the General Counsel's Office ("OGC") review the Memorandum of Understanding ("MOU") between the District Department of Transportation ("DDOT") and the District of Columbia Office of Risk Management (ORM). The MOU memorializes how ORM will design and implement a mandatory Vision Zero Defensive Driver Training Program for District employees who operate District vehicles, and will pilot the program at DDOT. DDOT will pay ORM one hundred thirty thousand dollars (\$130,000) for these services, once DDOT approves the applicable invoices.

OGC reviewed the MOU and determined that it is legally sufficient. Legal Authority for this MOU is D.C. Official Code §§ 1-301.01(k), 50-921.20(c)

Note: Please return one (1) fully executed copy of the MOU to the General Counsel's office.

Zeroual, Fatima (DDOT)

From: Mills, Stacie (OCFO)

Sent: Thursday, January 05, 2017 1:06 PM

To: Zeroual, Fatima (DDOT)

Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO); Tseng, David (OCFO); Brown, Latasha (OCFO); Piper, Nicole (OCFO)

Subject: RE: FY17 MOU - DDOT & OGC \$130,000 Attachments: FY17 MOU - DDOT & OGC \$130,000.pdf

Hello Fatima-

The attached MOU is legally sufficient.

Thanks,

Stacie

Stacie Y.L. Mills
Assistant General Counsel
Office of the Chief Financial Officer
1350 Pennsylvania Avenue, NW, Room 200
Washington, DC 20004
(202) 727-4221 - Office
(202) 724-4217 - Fax

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From: Zeroual, Fatima (DDOT)

Sent: Friday, December 30, 2016 10:06 AM

To: Mills, Stacie (OCFO)

Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO); Tseng, David (OCFO); Brown, Latasha (OCFO); Piper, Nicole (OCFO)

Subject: FY17 MOU - DDOT & OGC \$130,000

Good Morning Stacie,