

DEPARTMENT OF HUMAN SERVICES (DHS)

2019 INTRA-DISTRICT

SELLER Agency	BUYER Agency	Program / Activity Code	FUND	DESCRIPTION OF MOU	MOU TOTAL	Transfer Date	Letter of Intent Received
OSSE	DHS	Economic Security Administration/ Family Service 2065/5295	FEDERAL	To subsidize child care services for low-income families, so that they may participate in work-related activities.	37,202,446.00	6/10/2019	YES
DOH	DHS	Economic Security Administration	FEDERAL	The purpose of the MOU is to establish the terms and conditions under which DOH shall implement the provision of SNAP-Ed programs and Services.	1,515,769.00	N/A	NO
DBH	DHS	Economic Security Administration/2022	LOCAL	To implement substance abuse treatment plans for approximately 230 ESA clients, to include access to Non-Medicaid funded services such as detoxification, case management, etc.	284,600.00	3/1/2019	YES
OSSE	DHS	Economic Security Administration/2020	FEDERAL	To provide financial assistance for eligible TANF recipients to pursue post-secondary degrees or certificate programs offered by accredited colleges, universities or 2 yr community colleges	250,000.00	02/7/19	YES
OLA	DHS	Economic Security Administration/ 2040	LOCAL/FEDERAL	To provide guidance to public benefits & other DHS services for Latino District residents.	200,000.00	4/26/2019	NO
OAPIA	DHS	Economic Security Administration/ 2040	LOCAL	To provide guidance to public benefits & other DHS services for Asian Pacific Islanders.	202,179.00	11/5/2018	NO
OCTO	DHS	Economic Security Administration/ 2022	LOCAL	Software assurance services, i.e., verification and testing, for compliance with OCTO Standard for DHS/OS' developed Customer Assessment and Tracking Case History (CATCH) application, and documentation.	75,000.00	12/4/2019	NO
DHS	DOOE	Economic Security Administration/ 2021	INTRA-DISTRICT	To transfer a standard utility allowance (SUA) energy assistance benefit of \$20.01 to SNAP recipients in accordance with the Heat & Eat program under the Low Income Home Energy Assistance Program (LIHEAP).	1,200,000.00	3/5/2019	YES
MORCA	DHS	Economic Security Administration/ 2030	FEDERAL	To expand upon ESA/FSET program by providing educational services, resources and job placement for Returning Citizens.	150,000.00	3/28/2019	NO
LDC	DHS	Economic Security Administration/ 2020 & 2022	LOCAL/FEDERAL	TANF portion - Paving Access Trails for Higher Security (PATHS) training and employment support services for TANF customers.	2,900,000.00	N/A	NO
OAG	DHS	Agency Management Program /1055 Economic Security Administration / 2040	SPECIAL PURPOSE REVENUE/ FEDERAL	To provide litigation, advice-giving & programmatic support with reference to welfare fraud cases for the purposes of recovering fraudulently obtained TANF and SNAP benefits and to deter future attempts to fraudulently obtain benefits.	201,615.00	3/14/2019	YES
DCHR	DHS	Agency Management Program /1055 Economic Security Administration / 2040	LOCAL	To provide DHS with executive level learning and development opportunities for DHS' senior-level employees and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level employees.	12,500.00	4/12/2019	NO
DHS	OSSE	Economic Security Administration/ 2040	INTRA-DISTRICT	To support the DHS Child Care Services Division to determine eligibility for child care services under the subsidy.	1,653,150.21	9/30/2019	YES
CFQ/OFT	DHS	Economic Security Administration/ 2040	FEDERAL	EBT - The issuance of TANF Electronic Benefits Transfer (EBT) cards, training, customer services, & services to implement the federal Middle Class Tax Relief and Job Creation Act of 2012.	275,000.00	2/12/2019	NO
CFQ/OFT	DHS	Economic Security Administration	FEDERAL	EBT - Food Stamp electronic benefit transactions. DHS invoices OFT for administration of the issuance of Food Stamp benefits & re-issuance of EBT cards, training and customer service provided by OFT in coordination with the District's EBT contractor, eCards Corp.	450,000.00	N/A	NO
DBH	DHS	Economic Security Administration/ 2022	LOCAL	To co-locate 4 DBH mental health staff @ 2 ESA Assessment Ctrs to help TANF customers overcome mental health barriers, and guide & assist ESA staff.	443,526.63	3/1/2019	YES
DOES	DHS	Economic Security Administration/ 2030	FEDERAL	FSET expansion of year round youth employment program, provide occupational skills training, work-based learning, job readiness, placement - MODIFICATION 2 - increases number of participants.	2,126,686.40	3/18/2019	YES
DOH	DHS	Economic Security Administration/ 2020	FEDERAL	Teen Pregnancy Prevention Program	800,000.00	6/13/2019	YES
DCES	DHS	Economic Security Administration/ 2020	FEDERAL	To establish the process for identifying and referring District TANF customers to the Learn Earn Advance Prowler (LEAP) program.	972,234.57	3/8/2019	YES
DHCF	DHS	Agency Management program/1040	CAPITAL/FEDERAL	To lay out the responsibilities of DHS and DHCF with regards to the implementation, Operation & Maintenance of the DCAS System and to clarify the terms with regard to the cost allocation and funding.	4,530,929.00	9/30/2019	YES
DDES	DHS	Economic Security Administration/ 2040	LOCAL	Workforce Innovation and Opportunity Act (WIOA) Implementation: to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.	12,768.68	11/2/2018	NO
ODR/OCA	DHS - JAO	Family Services Administration / 5037 Economic Security Administration / 2040	LOCAL	Sign language interpretation for meetings, conferences, trainings, & other interactions with District residents and consumers who are deaf and hard-of-hearing. This MOU does not cover interpreter services for District government employees.	13,423.00	8/8/2019	NO
BEQ	DHS	Family Services Administration / 5039 Economic Security Administration / 2040	LOCAL/FEDERAL	Capital City Fellows Program: a program which provides participants ("Fellows") with unique opportunities to work on a wide range of practical and developmental projects alongside leading professionals and practitioners.	74,925.70	4/12/2019	NO
CFSA	DHS	Family Service Administration / 5040	FEDERAL	To provide residential foster care and social services to unaccompanied refugee minors.	1,698,547.59	1/23/2019	YES
EOM	DHS	Family Service Administration / 5022	LOCAL	To provide an LGBTQ housing specialist (FTE) at the Office of LGBTQ Affairs, small grants to develop LGBTQ organizations, and the creation (and now implementation) of the LGBTQ competency training and DC housing providers are required to attend.	156,000.00	12/12/2018	NO
DMHH	DHS	Family Service Administration / 5038/5039	LOCAL	To establish the terms and conditions under which DMHHS shall hire, train, and supervise two (2) Homeless Encampment Outreach Navigators to support outreach services for District residents experiencing homelessness and residing in encampments.	165,242.44	1/10/2019	NO
OAG	DHS	Family Service Administration/ 5010	LOCAL	To establish the terms and conditions under which OAG shall provide legal services to DHS' Vulnerable Adult population.	60,000.00	3/19/2019	YES
DCHA	DHS	Family Services Administration/ 5037	LOCAL/FEDERAL	DHS to provide funding and other resources to DCHA required to administer FRSP rental assistance payments, and for DHCA and DHS to work together to stabilize the housing of FRSP families and streamline the monthly rental payments of FRSP subsidies participating landlords	37,000,000.00	N/A	NO
DCHA	DHS	Family Services Administration/ 5038	LOCAL	DHS to provide funding and other resources to DCHA required to administer PSHP rental assistance payments, and for DHCA and DHS to work together to stabilize the housing of PSHP families and streamline the monthly rental payments of PSHP subsidies participating landlords.	12,947,479.00	N/A	NO
DHS	CFSA	Family Service Administration / 5022	INTRA-DISTRICT	To support the expansion of the PASS program.	84,712.76	10/1/2018	YES
DHS	DME	Family Services Administration/ 5037	INTRA-DISTRICT	To provide additional transportation resources for students whose families are experiencing homelessness in DHS' Short-Term Family Housing Program	120,000.00	4/11/2019	NO
DOES	DHS	Economic Security Administration/ 2040	LOCAL	Workforce Innovation and Opportunity Act (WIOA) Implementation: to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.	12,768.68	11/2/2018	NO
DGS	DHS	Family Services Administration/ 5037	LOCAL	To procure a provider to perform consolidated maintenance services for up to seven (7) Short Term Family sites.	1,739,483.00	2/8/2019	NO
DHS	DYRS	Family Services Administration / 5022	LOCAL	To provide funding for Youths under the supervision of DYRS to receive Transitional Housing services. Maintain eight apartments for homeless transitional age youth.	370,000.00	9/18/2019	NO
DBH	DHS	Family Services Administration / 5010	LOCAL	To establish FFT training for expansion of the DHS FFT term. This MOU also establishes funding for the expected cost for contracting with the FFT Training entity to conduct on-site FFT training for the new hires on the FFT team for the period March 18, 2019 to Sep 30, 2019.	15,200.00	7/18/2019	NO
DOH	DHS	Family Services Administration / 5039	LOCAL	To employ 4 employees to inspect and bait premises for 12 months and purchase supplies for rodent control.	49,000.00	4/2/2019	NO
DGS	DHS	Family Services Administration/5037	LOCAL	To procure (2) Unarmed Special Police Officers (USO), two (2) Security Officers (SO) at 1351 Alabama Ave S.E.	243,034.20	5/28/2019	NO
DGS	DHS	Family Services Administration/5038	LOCAL	To procure DGS personnel and security officers, as needed to supplement the security coverage provided by The Community Partnership of Homelessness (TCP) in the District's Homeless Shelters.	16,575.92	09/30/209	NO
DGS	DHS	Family Services Administration/5038	LOCAL	To procure DGS personnel and security officers as needed to supplement the security coverage provided by Community of Hope (COH) in the District's Homeless Shelters.	28,129.92	9/30/2019	NO
DGS	DHS	Family Services Administration/5039	LOCAL	To procure DGS personnel and security officers as needed to supplement the security coverage provided by National Center for Children and Families in the District's Homeless Shelters.	13,903.68	4/8/2019	NO
DCPS	DHS	Family Services Administration / 5022	LOCAL	Undertake outreach for the purpose of identifying Eligible Participants in the target group who are no known to DHS. For the purposes of this MOU, the term outreach shall mean the recruitment methods used to identify Eligible Participants/Assist (250) expatriant parents and parenting youth attending DCPS with case management.	1,000,000.00	7/18/2019	NO
DGS	DHS	Family Services Administration/5038	LOCAL	Four (4) Unarmed Special Police Officers for 2210 Adams Place N.E.	35,311.36	4/4/2019	NO
DGS	DHS	Family Services Administration / 5039	LOCAL	To provide protection, intervention, and social services including services such as shelter and homeless prevention in the District, to meet the needs of vulnerable adults and families to help reduce the risk and promote self-sufficiency Shelter Calls.	391,779.21	4/2/2019	NO
DGS	DHS	Family Services Administration/5039	LOCAL	One (1) Unarmed Special Police Officer 1 USFP and (1) Security Officer) at 5004 D street SE.	27,824.94	4/4/2019	NO
DGS	DHS	Family Services Administration / 5038	LOCAL	CCTV Equipment Cost & Camera Maintenance at 425 2nd Street NW.	45,981.00	7/23/2019	NO
DGS	DHS	Family Services Administration / 5038	LOCAL	To procure One (1) Special Police Officers and (1) Security Officers.	2,493.76	5/28/2019	NO
DCHR	DHS	Family Services Administration/5039/5038	LOCAL	To provide suitability checks for employment.	7,352.25	4/12/2019	NO

DEPARTMENT OF HUMAN SERVICES (JAO)

320 INTRA-DISTRICT

SELLER Agency	BUYER Agency	Program / Activity Code	FUND	DESCRIPTION OF MOU	MOU TOTAL	Transfer Date	Letter of Intent Received
OSSE	DHS	Economic Security Administration/ Family Service 2065/5095	FEDERAL	To subsidize child care services for low-income families, so that they may participate in work-related activities.	37,202,446.00		YES
DBH	DHS	Economic Security Administration/2022	LOCAL	To implement substance abuse treatment plans for approximately 230 ESA clients, to include access to Non-Medicaid funded services such as detoxification, case management, etc.	284,600.00		YES
DOH	DHS	Economic Security Administration	FEDERAL	The purpose of the MOU is to establish the terms and conditions under which DOH shall implement the provision of SNAP-Ed programs and Services.	1,515,769.00	N/A	NO
OSSE	DHS	Economic Security Administration/2020	FEDERAL	To provide financial assistance for eligible TANF recipients to pursue post-secondary degrees or certificate programs offered by accredited colleges, universities or 2 yr community colleges.	250,000.00		YES
OLA	DHS	Economic Security Administration/ 2040	LOCAL/FEDERAL	To provide guidance to public benefits & other DHS services for Latino District residents.	200,000.00	12/30/2019	NO
OAPIA	DHS	Economic Security Administration/ 2040	LOCAL	To provide guidance to public benefits & other DHS services for Asian Pacific Islanders.	202,179.00	1/7/2020	NO
OCTO	DHS	Economic Security Administration/ 2022	LOCAL	Software assurance services, i.e., verification and testing, for compliance with OCTO Standard for DHS/OIS developed Customer Assessment and Tracking Case History (CATCH2) application, and documentation.	75,000.00		NO
DHS	DDOE	Economic Security Administration/ 2021	INTRA-DISTRICT	To transfer an standard utility allowance (SUA) energy assistance benefit of \$20.01 to SNAP recipients in accordance with the Heat & Eat program under the Low Income Home Energy Assistance Program (LIHEAP).	800,000.00		YES
MORCA	DHS	Economic Security Administration/ 2030	FEDERAL	To expand upon ESA/FSET program by providing educational services, resources and job placement for Returning Citizens.	150,000.00		NO
UDC	DHS	Economic Security Administration/ 2020 & 2021	LOCAL/FEDERAL	TANF portion - Paving Access Trails for Higher Security (PATHS) training and employment support services for TANF customers.	2,900,000.00		NO
OAG	DHS	Agency Management Program /1055 Economic Security Administration / 2040	SPECIAL PURPOSE REVENUE/ FEDERAL	To provide litigation, advice-giving & programmatic support with reference to welfare fraud cases.	201,615.00		YES
DHS	OSSE	Economic Security Administration/ 2040	INTRA-DISTRICT	To support the DHS Child Care Services Division to determine eligibility for child care services under the subsidy	1,599,842.34		YES
CFO/OFT	DHS	Economic Security Administration/ 2040	FEDERAL	EBT - The issuance of TANF Electronic Benefits Transfer (EBT) cards, training, customer services, & services to implement the federal Middle Class Tax Relief and Job Creation Act of 2012.	275,000.00		NO
CFO/OFT	DHS	Economic Security Administration	FEDERAL	EBT - Food Stamp electronic benefit transactions. DHS invoices OFT for administration of the issuance of Food Stamp benefits & re-issuance of EBT cards, training and customer service provided by OFT in coordination with the District's EBT contractor, eFunds Corp.	450,000.00		NO
DBH	DHS	Economic Security Administration/ 2022	LOCAL	To co-locate 4 DBH mental health staff @ 2 ESA Assessment Ctrs to help TANF customers overcome mental health barriers, and guide & assist ESA staff.	559,160.00		YES
DOES	DHS	Economic Security Administration/ 2030	FEDERAL	FSET expansion of year round youth employment program; provide occupational skills training, work-based learning, job readiness, placement - MODIFICATION 2 - increases number of participants.	2,126,686.40		YES
DOH	DHS	Economic Security Administration/ 2020	FEDERAL	Teen Pregnancy Prevention Program.	800,000.00	11/22/2019	YES
DOES	DHS	Economic Security Administration/ 2020	FEDERAL	To establish the process for identifying and referring District TANF customers to the Learn Earn Advance Prosper (LEAP) program.	972,234.57		YES
DHCF	DHS	Agency Management program/1040	FEDERAL	To lay out the responsibilities of DHS and DHCF with regards to the implementation, Operation & Maintenance of the DCAS System and to clarify the terms with regard to the cost allocation and funding.	5,840,676.00		YES
DOES	DHS	Economic Security Administration/ 2040	LOCAL	Workforce Innovation and Opportunity Act (WIOA) Implementation: to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.	12,768.68		NO
ODR/OCA	DHS	Family Services Administration / 5037 Economic Security Administration / 2040	LOCAL	sign language interpretation for meetings, conferences, trainings, & other interactions with District residents and consumers who are deaf and hard-of-hearing. This MOU does not cover interpreter services for District government employees.	13,423.00		NO
BYO	DHS	Family Service Administration /5010	FEDERAL	To provide protection, intervention and social services to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.	1,886,291.02	11/19/2019	NO
DGS	DHS	Family Service Administration /5039	LOCAL	Exterior lighting upgrade to 425 2nd Street NW provided by Veritas Consulting Group (VCG).	98,390.00	12/16/2019	NO
DGS	DHS	Family Service Administration /5038	LOCAL	To procure 1 Unarmed Special Police Officer (USPO) and 1 Security Officer for security services ad 4225 6th Street SE Washington DC.	59,558.40		NO
DGS	DHS	Family Service Administration /5038	LOCAL	To procure 1 Armed Special Police Officer (ASPO) for security services at 920 Phode Island Avenue NE.	139,208.46	1/9/2020	NO
DGS	DHS	Family Service Administration /5037	LOCAL	Cosolidated cost of contracted maintenance services at (7) STFH Sites.	2,620,764.10	12/10/2019	NO
DHS	RM0	Family Service Administration /5038	LOCAL	DBH and DHS on-going partnership to serve District residents will collaborate under the DC Opioid Response initiative. To hire one Homeless opioid user supportive engagement (H.O.U.S.E.) Initiative Team.	425,595.00	12/4/2019	NO
AAO	DHS	Family Service Administration /5023	LOCAL	Provide services to homeless LGBTQ Youth.	156,000.00	12/4/2019	NO
DHS	OSSE	Economic Security Administration/2040	INTRA-DISTRICT	The development of the Early Childhood Integrated Data System (ECIDS) will help address these data gaps and streamline eligibility requirements for the District's early childhood programs and services for eligible District families. In doing so, more families will be able to better utilize early childhood programs and services in the mixed-delivery system.	156,250.00		NO
DCHR	DHS	Family Services Administration/5039/5038	LOCAL	To provide suitability checks for employment.	7,352.25		NO

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I
GENERAL

MOU NUMBER: _____

DATE OF MOU: 10/1/2018 - 9/30/2019

SELLER INFORMATION

AGENCY: Office of the State Superintendent of Education AGENCY CODE: GD0

NAME OF CONTACT: Paris Saunders

ADDRESS : 1050 1st Street NE 3rd Floor
Washington DC 20002

TELEPHONE # : 202-727-3450

FAX # : _____

AUTHORIZING OFFICER

Paris Saunders

DATE: 06 / 04 / 19

BUYER INFORMATION

AGENCY: Dept of Human Services AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Ave., 4th Street
Washington DC 20002

TELEPHONE # : 202-671-4240

FAX # : _____

AUTHORIZING OFFICER

Dionne Rutherford-Felix

DATE: 06 / 07 / 19

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

PART II

MOU NUMBER: _____ 2 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: To fund child care subsidy for low income families so they can participate in work-related activities.

DATE: ___ / ___ / ___ **TOTAL:** \$36,947,695.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	GD0	19	E800	0703	IA703	IADA2	0050	0507		DHSS11A/16			
BUYER	JA0	19	2000	8200	TOCD9	TST04	0501	0501					

GOOD/ SERVICE: To support Child Care Subsidy services provided to child development facilities.

DATE: ___ / ___ / ___ **TOTAL:** \$229,251.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	GD0	19	E800	0703	IA703	IABG2	0050	0507		SSBG11/15			
BUYER	JA0	19	5000	8200	SSSO9	FST02	0501	0501					

GOOD/ SERVICE: To enable persons receiving Supplemental Nutrition Assistance Program benefits who participate in work or work-related activities to receive subsidized child care services.

DATE: ___ / ___ / ___ **TOTAL:** \$25,500.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	GD0	19	E800	0703	IA703	IADB2	0050	0507		DHS11B/16			
BUYER	JA0	19	2000	8200	FSTE9	TST05	0501	0501					

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

PART I
GENERAL

MOU NUMBER: _____ DATE OF MOU: 10/1/2018 - 9/30/2019

SELLER INFORMATION

AGENCY: Dept of Human Services AGENCY CODE: JA0
NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer
ADDRESS : 64 New York Ave., 4th Street
Washington DC 20002
TELEPHONE # : 202-671-4240
FAX # : _____
AUTHORIZING OFFICER Dionne Rutherford-Felix DATE: 06 / 07 / 19

BUYER INFORMATION

AGENCY: Office of the State Superintendant of Education GD0
NAME OF CONTACT: Paris Saunders
ADDRESS : 1050 1st Street NE 3rd Floor
Washington DC 20002
TELEPHONE # : 202-727-3450
FAX # : _____
AUTHORIZING OFFICER Paris Saunders DATE: 6 / 6 / 19

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

**MODIFICATION NUMBER ONE
TO THE BILATERAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
FOR
FISCAL YEAR 2019**

This Bilateral Memorandum of Understanding (MOU) was entered into on August 15, 2018 between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA) and the Office of the State Superintendent of Education (OSSE), Division of Early Learning (DOEL), collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

I. Section II. PROGRAM GOALS AND OBJECTIVE: Paragraphs 3-6 are hereby deleted and replaced with the following:

"The purpose of this MOU is to establish the terms and conditions under which DHS/ESA shall transfer a total of thirty-seven million two hundred two thousand four hundred forty-six dollars (\$37,202,446.00) to OSSE to fund child care subsidy slots for low-income families. The thirty-seven million two hundred two thousand four hundred forty-six dollars (\$37,202,446.00) transferred from DHS/ESA to OSSE shall be allocated as follows:

- **Two hundred twenty-nine thousand two hundred fifty-one dollars (\$229,251.00)** in Social Services Block Grant (SSBG) funds, shall be transferred to OSSE to support child care subsidy services provided to child development facilities pursuant to Title XX of the Social Security Act of 1975 (Pub. L. No. 93-647; 42 U.S.C. §§ 1397 *et seq.*), as amended;
- **Thirty-six million nine hundred forty-seven thousand six hundred ninety-five dollars (\$36,947,695.00)** in Temporary Assistance for Needy Families (TANF) funds, shall be transferred to OSSE, to subsidize child care services for low-income families, so that they may participate in work-related activities and reduce their dependence on public benefits, and carry out the purposes set forth in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, effective August 22, 1996 (Pub. L. No. 104-193; 42 U.S.C. §§ 601, *et seq.*, D.C. Official Code §§ 4-201.01, *et seq.*), as amended;
- **Twenty-five thousand five hundred dollars (\$25,500.00)** shall be transferred to OSSE to enable persons receiving Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamp program, benefits who participate in work or work-related activities to receive subsidized child care services pursuant to Title

XII of the Food and Nutrition Act of 2008, effective October 1, 2008 (Pub. L. No. 110-246, 7 U.S.C. §§2011, *et seq.*), as amended; and

- In addition, this MOU sets forth the terms and conditions under which OSSE shall transfer **one million six hundred fifty-three thousand one hundred fifty dollars and twenty-one cents (\$1,653,150.21)** to DHS/ESA to support the Child Care Services Division (CCSD) within DHS to determine eligibility for child care services under the subsidy.”

II. Section III. SCOPE OF SERVICES: Subsection A. RESPONSIBILITIES OF OSSE, subparagraph A. 6 is hereby deleted and replaced with the following:

6. “Transfer **one million six hundred fifty-three thousand one hundred fifty dollars and twenty-one cents (\$1,653,150.21)** to DHS/ESA to support the child care eligibility determination functions;”

III. Section III. SCOPE OF SERVICES: Subsection B. RESPONSIBILITIES OF DHS, subparagraph B.1 is hereby deleted and replaced with the following:

1. “No later than thirty (30) days of the execution of this MOU, transfer **thirty-seven million two hundred two thousand four hundred forty-six dollars (\$37,202,446.00)** to OSSE to fund child care subsidy slots for low-income families, in accordance with the priorities set forth in the Day Care Policy Act of 1979, effective September 19, 1979 (D.C. Law 3-16; D.C. Official Code §§ 4-401, *et seq.*);”

IV. Section III. SCOPE OF SERVICES: Subsection B. RESPONSIBILITIES OF DHS, subsections 16 and 17 are hereby deleted and replaced with the following:

16. “DHS/ESA Child Care Services Division (CCSD) shall maintain one (Program Manager, one (1) Section Chief, eleven (11) Social Service Representatives (SSR), three (3) Social Service Assistants (SSA) at the Congress Heights Service Center; three (3) Social Service Representatives (SSR), and one (1) Social Service Assistant (SSA) at the Taylor Street Service Center; and one (1) Social Service Representative (SSR) at the Virginia Williams Family Resource Center (VWFRC).
 - a. The Program Manager shall provide guidance and direction to the Child Care Services Division (CCSD) and shall have oversight of the program. The Program Manager will supervise the Section Chief and provide strategic planning, direct supervision and review of all rules and policies of the Program. This role will focus on improving Child Care service delivery and ensuring that business processes are adhered to in a seamless way.
 - b. The Section Chief shall provide direct supervision and day-to-day guidance to SSR and SSA staff pertaining to child care eligibility determination, admission form processing, policy clarification and

adherence; as well as, provide programmatic and administrative oversight of CCSD operations, addressing emergency situations and resolving issues and crises and approving admission forms and handling non-traditional adjustments.

- c. The SSRs are responsible for conducting eligibility determination and re-determination for customers who are in need of traditional and non-traditional hours of subsidized child care services; reviewing information provided by customers and applying appropriate rules and policies of OSSE, the District, and Federal guidelines; completing case narratives; documentation for payments; detailed reports of customers served; and coordinating with other agencies.
 - d. The SSAs are responsible for responding to calls and inquiries pertaining to eligibility criteria for subsidized child care; providing technical assistance to customers until the situation can be referred to and addressed by the appropriate staff; following-up on case/customer issues with SSRs; returning calls and emails to customers within a certain timeframe; and assisting in maintaining case files.
17. DHS/ESA currently co-locates CCSD staff throughout the District. The co-location of CCSD is currently in place at the VWFRC, located at 920 Rhode Island Avenue, N.E.; the Congress Heights Service Center, located at 4049 South Capitol Street, S.W.; and the Taylor Street Service Center, located at 1207 Taylor Street, N.W.”

V. Section IV. DURATION OF MOU: Subsections A is hereby deleted and replaced with the following:

- A. “This MOU shall be effective from October 1, 2018 through September 30, 2019, unless otherwise amended or terminated in writing by the Parties prior to the expiration.

VI. Section VI. FUNDING PROVISIONS: Subsection A. COST OF SERVICES, subparagraph 1 is hereby deleted and replaced with the following:

- 1. “The actual cost for services under this MOU shall not exceed **thirty-seven million two hundred two thousand four hundred forty-six dollars (\$37,202,446.00)** for FY 2019. Of the **thirty-seven million two hundred two thousand four hundred forty-six dollars (\$37,202,446.00)**, **two hundred twenty-nine thousand two hundred fifty-one dollars (\$229,251.00)** shall be transferred from SSBG funding, **thirty-six million nine hundred forty-seven thousand six hundred ninety-five dollars (\$36,947,695.00)** shall be transferred from TANF funding, and **twenty-five thousand five hundred dollars (\$25,500.00)** shall be transferred from SNAP funding for FY 2019”

VII. Section XI, NOTICE, is hereby deleted and replaced with the following:

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

For DHS:

Anthea Seymour, Administrator
Economic Security Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 698-3900
Email: anthea.seymour@dc.gov

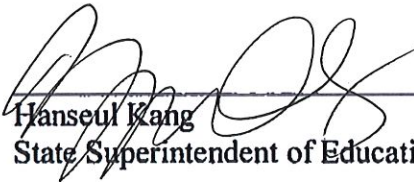
For OSSE:

Elizabeth Groginsky
Assistant Superintendent of Early Learning
801 First Street, N.E., 9th Floor
Washington, DC 20002
Phone: (202) 727-2814
Email: Elizabeth.Groginsky@dc.gov”

All other terms and conditions outlined in the original Bilateral MOU shall remain the same.

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

FOR THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:



Hanseul Kang
State Superintendent of Education

5/16/19

Date

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

MAY 8 - 2019

Date

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE DISTRICT OF COLUMBIA HOUSING AUTHORITY
FOR
FISCAL YEAR 2019**

The original Memorandum of Agreement (MOA) dated September 17, 2018, effective October 1, 2018, was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), the buyer agency, and the District of Columbia Housing Authority (DCHA), the seller agency, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOA to increase the budget for Fiscal Year 2019 as follows:

I. Section IV. SCOPE OF SERVICES, Sub-section A – DHS Obligations and Responsibilities; Paragraph 3 – Resources and Payment Schedule, sub-paragraph 3.1: is hereby deleted and replaced with the following:

"3.1 The total cost for services under this MOA shall not exceed thirty-seven million dollars (\$37,000,000.00) for FY 2019 as follows:

- **Local Funding:**
 - **Up to thirty-six million dollars (\$36,000,000.00)**
- **Federal ESG Funding**
 - **Up to one million dollars (\$1,000,000.00)."**

II. Section IV. SCOPE OF SERVICES, Sub-section A – DHS Obligations and Responsibilities; Paragraph 3 – Resources and Payment Schedule, sub-paragraph 3.2, bullets 2 and 3: are hereby deleted and replaced with the following:

"3.2 DHS shall make payments under this MOA pursuant to the following payment schedule:

- **Based on the invoices submitted by DCHA, DHS shall subsequently transfer up to thirty-six million dollars (\$36,000,000.00) prior to September 30, 2019. Up to one million dollars (\$1,000,000.00) of the total payments shall be comprised of ESG funds utilized to pay three months' rent and security deposits for ESG-eligible clients, as verified by DHS.**
- **Within ten (10) business days of the end of each quarter, DCHA shall provide an invoice and reconciliation of the payments made for rental subsidies and**

security deposits by email to DHS/FSA Program Analyst, Rebecca Worrell and Grants Management Specialist, Nada Mohamed. The funds for rental subsidies, security deposits and administrative fees may be supplemented by amendments to this MOA throughout the fiscal year if DHS identifies additional monies to be used for this program. Additionally, the quarterly payments provided for in this MOA are estimates for projected monthly payments and may be reduced or adjusted following review of actual expenditures detailed in quarterly reconciliation reports. Contingent upon the availability of funding, the Parties may extend the term of this MOA in accordance with Section V of this MOA. Any unused funds remaining after final payments have been made pursuant to this MOA shall be either: 1) applied to payments for rental subsidies and security deposits for October 2019, assuming this MOA is extended for another term; or, 2) returned to DHS prior to October 1, 2019.”

II. Section VII. FUNDING PROVISIONS, Sub-sections A. – Cost of Services and B. – Transfer of Funds are hereby deleted and replaced with the following:

A. “Cost of Service

The total cost for services under this MOA shall not exceed thirty-seven million dollars (\$37,000,000.00) for FY 2019, which includes reimbursement to DCHA of the fee associated with administering FRSP as provided in Section IV.A.3.3.2.”

B. Transfer of Funds

DHS shall make payments under this MOA pursuant to the schedule and terms contained in Section IV.A.3.3.2, above.”

All other terms and conditions outlined in the original MOA shall remain the same.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 8/16/19

FOR THE DISTRICT OF COLUMBIA HOUSING AUTHORITY:



Tyrone Garrett
Executive Director

Date: 8.22.19

**MODIFICATION NUMBER FOUR
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE DISTRICT OF COLUMBIA HOUSING AUTHORITY
FOR
FISCAL YEAR 2019**

The original Memorandum of Agreement (MOA) dated October 30, 2015 and becoming effective on November 1, 2015, was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), the buyer agency, and the District Housing Authority (DCHA), the seller agency, collectively referred to herein as the "Parties."

The MOA was amended by Modification Number One to be effective for Fiscal Year 2017 to provide for services and payment for those services during the term of October 1, 2016 through September 30, 2017.

The MOA was amended by Modification Number Two to be effective for Fiscal Year 2018 to provide for services and payment for those services during the term of October 1, 2017 through September 30, 2018.

The MOA was amended by Modification Number Three to be effective for Fiscal Year 2018 to increase funding during the term of October 1, 2017 through September 30, 2018.

The Parties now desire to further modify the MOA for Fiscal Year 2019 as follows:

I. Section 1. INTRODUCTION, is hereby modified as follows:

"This Memorandum of Agreement (MOA) is entered into on October 1, 2018 by and between the District of Columbia (District) Department of Human Services (DHS), the buyer agency, and the District of Columbia Housing Authority (DCHA), an independent authority of the District, the seller agency, to administer the DHS Permanent Supportive Housing Program (hereinafter referred to as "PSHP"). DHS and DCHA are each referred to herein as a "Party" and collectively, referred to herein as the "Parties." The "Effective Date" of this MOA shall be October 1, 2018."

II. Section III. SCOPE OF SERVICES, Sub-section A – Obligations and Responsibilities of DHS, Paragraph 2 – Resources, sub-paragraphs, 2.1 and 2.2: are hereby deleted and replaced with the following:

“2.1 The total cost for services under this MOA shall not exceed **twelve million nine hundred forty-seven thousand four hundred seventy-nine dollars and zero cents (\$12,947,479.00)** for FY 2019. DHS shall make payments under this MOA pursuant to the following schedule:

- a. DHS shall transfer up to three million two hundred ten thousand four hundred twenty-seven dollars and fifty cents (\$3,210,427.50) to DCHA through a check, Automated Clearing House (ACH) or wire on or before October 15, 2018, which will cover three (3) month’s rental subsidies, security deposits for DHS PSH consumers, and an administrative fee to DCHA. Of this initial payment, DHS shall transfer up to one million seventy thousand one hundred forty-two dollars and fifty cents (\$1,070,142.50) on or before October 1, 2018 as an initial advance to cover one month’s rental housing subsidy, security deposits and an administrative fee for the month of October 2018. DCHA shall apply any unused funding remaining from prior FY 2018 payments made to DCHA as a credit to offset this payment.
- b. Based on the invoices submitted by DCHA, DHS shall subsequently transfer up to nine million seven hundred thirty-seven thousand fifty-one dollars and fifty cents (\$9,737,051.50) for the following three quarters of FY 2019, until September 30, 2019. The remaining three payments shall be made on or before the following dates: December 29, 2018, March 30, 2019, and June 29, 2019.

Within ten (10) business days of the end of each quarter, DCHA shall provide an invoice and reconciliation of the payments made for Housing Subsidies and security deposits by email to Nada Mohamed, Grants Management Specialist, DHS/FSA, at nada.mohamed@dc.gov. The funds for rental subsidies, security deposits and administrative fees may be supplemented by amendments to this MOA throughout the fiscal year if DHS identifies additional monies to be used for this program. Additionally, the quarterly payments provided for in this MOA are estimates for projected monthly payments and may be reduced or adjusted following review of actual expenditures detailed in quarterly reconciliation reports. Contingent upon the availability of funding, the Parties may extend the term of this MOA in accordance with Section V of this MOA. Any unused funds remaining after final payments have been made pursuant to this MOA shall be either: 1) applied to payments for rental subsidies and security deposits for October 2019, assuming this MOA is extended for another term; or, 2) returned to DHS prior to October 1, 2019.

The proposed activities under this MOA shall include:

- a. Payment of rental subsidies and security deposits for DHS PSHP participants in an amount not to exceed twelve million nine hundred forty-seven thousand four hundred seventy-nine dollars and zero cents (\$12,947,479.00); and
- b. Payment of an Administrative Fee to cover issuance of monthly payments to landlords, collection of DHS PSHP participant rental payments, housing inspections, and coordination with DHS regarding the activities covered by this MOA in an amount not to exceed eight percent (8%) of the total cost of this MOA for FY 2019.”

“2.2 As part of the quarterly funds transferred in accordance with Section 2.1 above, DCHA shall earn and be entitled to payment of a quarterly Administrative Fee in an amount equal to 8% of the funds paid by DCHA for rental subsidies and security deposits in the administration of DHS’ PSHP for each quarter (“Administrative Fee”), provided, all costs and expenditures shall not exceed twelve million nine hundred forty-seven thousand four hundred seventy-nine dollars and zero cents (\$12,947,479.00) for FY 2019. Within ten (10) business days of the end of each quarter, DCHA shall provide a statement confirming the amount of the Administrative Fee earned by DCHA and to be retained for that quarter. Any unused funds at the end of the quarter shall be credited to the next quarter payments. DCHA will provide an accounting of such Administrative Fee on a quarterly basis.”

III. Section V. TERM OF AGREEMENT: The first paragraph is modified as follows:
The term of this MOA shall begin on the Effective Date and shall end on September 30, 2019, based on the availability of funds from DHS.

IV. Section VI. FUNDING PROVISIONS, Sub-section A – Cost of Services, and Sub-section B – Transfer of Funds: are deleted and replaced with the following:

“A. Cost of Service

The total cost for services under this MOA shall not exceed twelve million nine hundred forty seven thousand four hundred seventy-nine dollars and zero cents (\$12,947,479.00) for FY 2019, which includes reimbursement to DCHA of the fee associated with administering DHS PSHP as provided in section III.A.2.2.2.

B. Transfer of Funds

DHS shall make payments under this MOA pursuant to the schedule and terms contained in Section III.A.2, above.”

All other terms and conditions outlined in the original MOA shall remain the same.

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

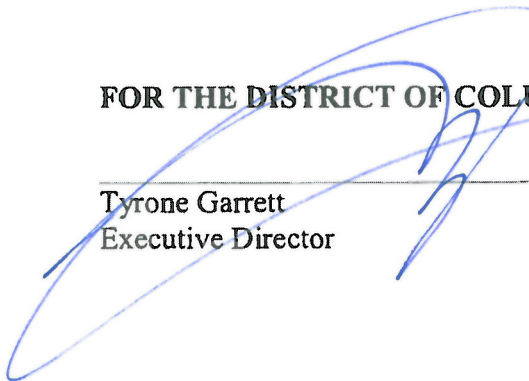
FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: SEP 11 2018

FOR THE DISTRICT OF COLUMBIA HOUSING AUTHORITY:



Tyrone Garrett
Executive Director

Date: 9.17.18

To prevent a delay in processing, all items requiring a routing form (proposals, agreements, contracts, MOUs, etc.) must be submitted to OSP first.

Proposal No. Document Type Agency Type

Proposal Purpose Proposal Status CFDA No.

Sponsoring Agency Sponsor's Deadline

Project Title

Principal Investigator(s)

Department School/Division Phone Email

Consultant/Sub-Award/Subcontract Amount on the proposal Proposed Start Date Proposed End Date

Total project cost requested \$ Yr. 1 \$ Yr. 2 \$ Yr. 3 \$ Yr. 4 \$ Yr. 5 \$

Indirect Cost: \$ On Campus Rate = 48% Off Campus Rate = 26% Other Rate: %

If other rate, please explain

No cost share/matching required Cost share/Matching required In-Kind: \$ Cash: \$

If cost share/matching is required, please complete the COST SHARE/MATCHING AUTHORIZATION FORM and provide a copy or website URL of the sponsor's guideline for cost sharing

Principal Investigator/Project Director's Statement	Yes	No
1. Does the Proposal Involve Human Subject? If Yes, attach IRB Approval or Explain <small>The grant trains District residents who receive TANF benefits</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the Proposal Involve DNA Techniques, Radioactive or hazardous materials or infectious agents, hazardous chemical waste? if yes, send copy of abstract to the University Wide Safety Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is adequate space already assigned for the proposed program? if no, submit explanation to the Chairperson/Dean	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Does the project provide for new academic degree program and or new courses?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has faculty signed a University patent agreement? If no or uncertain, contact the Director of OSP	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is any proposed personnel presently debarred, suspended or proposed for debarment by any federal agency? If yes, proposal should contain explanation for each such person	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Will project require as a condition of acceptance that the University absorb the services should project fund be reduced or terminated? If yes, please explain so that approval may be obtained in advance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is there any out year commitment required or expected?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is this a Public Health Services (PHS) Grant? If yes, attach "FCOL FORM"	<input type="checkbox"/>	<input checked="" type="checkbox"/>

University of the District of Columbia Office of Sponsored Programs Proposal Routing Form

Statement of the Department Head and Dean or VP. This proposal is consistent with the educational and research objectives of the Department and University. I endorse its submission, and agree: (1). To abide by the approved budget as it relates to faculty and staff personnel. (2). That cost sharing, if proposed, is reasonable and appropriate for this program and available in my budget. (3). That adequate space will be made available for the proposed program.

Title	Name	Signature	Date
Principal Investigator	Yolandra A. Plummer	<i>[Signature]</i>	12/3/18
Chair/Department Head	Mohamad Sanahri PhD	<i>[Signature]</i>	12/5/18
Dean	Mohamad Sanahri, PhD	<i>[Signature]</i>	12/5/18
Chief CCDC Officer			
Director of Sponsored Programs	Victor McCrary	<i>[Signature]</i>	08/15/18
Procurement Director			
General Counsel	Adelade Aina	<i>[Signature]</i>	5/8/19
Chief Financial Officer			
VP Human Resources			
Chief Academic Officer	HERMAN PRESCOTT	<i>[Signature]</i>	10/16/18

1. Explanation of Items from page 1. Add continuation page if needed

DHS, Economic Services Administration (ESA) refers customers for workforce readiness training.

2. Faculty release time: Provide the names and departments of any faculty members for whom release time is requested. Indicate the amount of release time per academic year. List the amount of funds requested in this grant for release (salary and benefits) for the first year and the total grant.

Faculty Member's Name	Department	Release/Yr.	\$ Requested for Release Salary Yr.1	\$ Requested for Release Benefits Yr.1	\$ Requested for Release Salary Total	\$ Requested for Release Benefits Total
Yolandra A. Plummer	Public Adm					

Check here if more than five faculty are involved and include a continuation page.

2a. As Department Chair/Dean, I approve the proposed release time and agree to support any committed release not funded through the grant, using resources of my department/school/college (Continued on page 3).

Department	Chairperson	Signature	Date

University of the District of Columbia Office of Sponsored Programs Proposal Routing Form

School/College	Dean	Signature	Date

3. Complete this section, if personnel in-kind or cash matching is requested:

Is matching required by the sponsor? Yes No

If yes, how much is required How much cash is required

From what budget(s) will the match be provided?

Name of approving person responsible for the budget Signature

How much In-Kind is requested (Value Description)

Availability of match has been verified. OCFO Date:

4. Human Resources requirements:

If the PI requires the development of or a change in their staffing plan, answer 4a-b. Otherwise, enter N/A in 4b.

4a. Did you attach a detailed description of the staffing needs? Please provide details (e.g., position title and proposed salary) in the scope of work. Yes No

4b. What is the scope of work to be provided:

The proposed position description for two Supervisors has been submitted to the Office of Talent Management. The previous Supervisor passed in October 2018. In response, a recruit intake request was submitted to the Office of Talent Management.

5. If Yes to question 8, please describe out year commitment and plan to fulfill it.

**MODIFICATION NUMBER ONE
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Modification Number One to the Memorandum of Agreement (MOA) referred to herein as the “Modification” is entered into by and between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), Buyer, and the University of the District of Columbia (University), School of Business and Public Administration (SBPA), Seller, collectively referred to herein as the “Parties.”

- A. The Parties entered into the MOA on July 2, 2018, pursuant to which the University agreed to (i) provide training and other services to help Temporary Assistance for Needy Families (TANF) customers, and other DHS/ESA low-income customers achieve self-sufficiency; and (ii) provide technical assistance to DHS/ESA managers.
- B. The Parties now wish to modify the MOA by (i) extending the term of the MOA, (ii) including the same level of funding for Fiscal Year (FY) 2019, and (iii) amending each Party’s obligations.

II. MODIFICATIONS

- A. **Section II. PROGRAM GOALS AND OBJECTIVES** of the MOA is hereby deleted in its entirety and replaced with the following:

“II. PROGRAM GOALS AND OBJECTIVES

As mandated by the Personal Responsibility and Work Opportunity Act of 1996 (PRWOA), effective August 22, 1996, (Pub. L. No. 104–193; 42 U.S.C. § 601 *et seq.*) as amended, DHS/ESA seeks to provide training and employment support services that will enhance customers’ ability to improve their employment prospects. DHS/ESA provides services to help TANF customers overcome barriers to obtaining jobs that provide full benefits and offer opportunities for wage progression. Among the barriers confronted by TANF customers are low levels of basic skills and inadequate job skill training.

This MOA funds the continuation of Paving Access Trails for Higher Security (PATHS) services offered in prior years and is consistent with efforts underway in the District to increase the work participation rates for TANF customers.”

B. Section III. SCOPE OF SERVICES, Subsection A. RESPONSIBILITIES OF THE UNIVERSITY of the MOA is hereby deleted in its entirety and replaced with the following:

A. "RESPONSIBILITIES OF THE UNIVERSITY

1. Conduct Paving Access Trails for Higher Security (PATHS) jobs skills workshops for up to nine hundred (900) TANF customers. Additional customers may be referred within funding parameters, following the successful completion of PATHS activities by members of the initial group of nine hundred (900).
2. Provide vocational assessment and job readiness training for up to two hundred (200) TANF customers.
3. Provide technical assistance to DHS/ESA Domestic Violence, Family to Family, Home Visit, and TANF Employment Program (TEP) vendors to enhance and improve communication and outreach capacity, and support team building and coordination.
4. Employ staff that possess adequate training and competence to perform the duties to which they have been assigned, and shall maintain documentation to that effect.
5. Maintain a complete written job description for each position funded, which shall be included in the project files and be available for inspection on request. The job descriptions shall include education, experience and/or licensing certification criteria, a description of the duties and responsibilities, hours of work, salary range and performance evaluation criteria.
6. Engage in noncompetitive procurement with respect to the Brooks Group (Hospitality training and job readiness), SE Children's, Benison Works, Velda Cross, Pandora Crumpton, Rex Yancey, Erica Cloud, Tolaria White, Kimberly Crawford, Jewel Love (Soul Stirring), Clairmont Huggins, Derek Hampton, Vicky Maree, Neal Ables, Robin Myers, and other Consultants, as expressly authorized by DHS/ESA in accordance with the Uniform Guidance, 2 C.F.R. § 200.320(f), and certified by DHS/ESA as qualified and experienced and able to perform the required services, and selected by DHS/ESA in order to ensure continuity of services and based on their experience with the TANF population in previous years.
7. Ensure that staff are in compliance with the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Law 15-353, D.C. Official Code § 4-1501.01 *et seq.*), as amended, and any other substantially similar succeeding legislation and attendant regulations. This shall include criminal records background checks and drug and alcohol screenings for each project staff member who is in a safety sensitive position.
8. Provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to."

C. Section Section III. SCOPE OF SERVICES, Subsection B. RESPONSIBILITIES OF DHS/ESA, Paragraph 1. Coordination with the University of the MOA is hereby deleted in its entirety and replaced with the following:

1. "Coordination with the University

- a. Refer up to nine hundred (900) TANF customers to the PATHS program.
- b. Refer up to two hundred (200) TANF customers for vocational assessment and job readiness training."

D. Section IV. DURATION OF MOA, Subsection A. of the MOA is hereby deleted in its entirety and replaced with the following:

- A. "This MOA shall be effective October 1, 2018 through September 30, 2019, but may be extended, contingent upon availability of funds, in one (1) year increments provided a written notice is given by the party seeking the extension at least thirty (30) days prior to the expiration date. In no event shall this MOA extend more than four (4) option periods from the date of execution of this MOA."

E. Section VI. FUNDING PROVISIONS of the MOA is hereby deleted in its entirety and replaced with the following:

VI. "FUNDING PROVISIONS

A. COST OF SERVICES

The total cost of services under this MOA shall not exceed **two million nine hundred thousand dollars (\$2,900,000.00)** for FY 2019. All costs or expenditures under this MOA are limited to those allowable under the PRWORA, the TANF Block Grant, and District laws and regulations. No more than fifteen percent (15%) of the total expenses included under this MOA may support activities defined as administrative expenditures in PRWORA or in regulations referenced in or promulgated to implement PRWORA. Funding of services is based on the described services and rates provided in **Attachment A**, hereto attached and incorporated by reference.

B. FUNDING

1. The estimated cost of this MOA is based on the time and costs of direct services to TANF customers, technical assistance, and support to TANF service providers/grantees, to ESA managers and staff during the term of this MOA, as further outlined in **Attachment A**.
2. DHS/ESA shall advance up to **two million nine hundred thousand dollars (\$2,900,000.00)** in quarterly installments. The first quarter shall be initially advanced and each consecutive quarter will be advanced upon receipt of expenditure reports for the previous quarter.

3. DHS/ESA reserves the right to deny payment to the University for expenditures that are not made pursuant to this MOA or costs not allowable under the TANF program or District law or regulation.
4. In the event of termination of the MOA, payment to the University shall be held in abeyance until all required fiscal reconciliation is completed, but not longer than September 30th of the 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 MOA, or any subsequent agreement entered into by the parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 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.

- D. A new attachment, Attachment A is hereby attached to this Modification Number One (1) and incorporated into the MOA by reference.

III. MISCELLANEOUS

- A. Except as hereby amended in this Modification Number One (1) the MOA is hereby ratified and confirmed and all other terms of the MOA shall remain in full force and effect.
- B. All references to the MOA shall be construed as the FY 2018 MOA as amended by this Modification Number One.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification Number One as follows:

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zeilinger
Director

MAY 7 - 2019
Date

FOR THE UNIVERSITY OF THE DISTRICT OF COLUMBIA:


Ronald Mason, Jr.
President

5.13.19
Date

Reviewed for Legal Sufficiency:



Avis Marie Russell
Acting General Counsel

5/8/19

Date

ATTACHMENT A

Fiscal Year 2019 Services Provided by the University of the District of Columbia

A.	Provide PATHS program services for up to nine hundred (900) TANF customers (staffing and benefits, consultants, office and training supplies, uniforms, transportation monetary and other types of incentives).	\$2,000,000.00
	<ul style="list-style-type: none"> • Accept additional customers from ESA within funding parameters following successful completion of activities by the initial group. • Conduct outreach, orientation, life skills training and case management. • Provide basic skills and career assessments for TANF customers. • Conduct PATHS jobs skills, workshops for TANF customers (Certified Nursing Assistants, Home Health Aides, Child Development Associates, Hospitality, Microsoft Office, plus certification examinations, using the following vendors: The Brooks Group, SE Children's, and Benison Works. • Provide academic and financial aid counseling for TANF customers planning to enter academic programs at UDC. • Conduct job readiness, job search, job placement in non-subsidized and subsidized jobs and monitoring up to six (6) months after job placement. 	
B.	Provide same services to POWER customers as listed above for TANF using the following Consultants: Velda Cross, Pandora Crumpton, Rex Yancey, Erica Cloud, Tolaria White, and Kimberly Crawford.	\$500,000.00
	<ul style="list-style-type: none"> • Conduct vocational educational assessments. • Provide fare cards/tokens for transportation. • Provide counseling and guidance on submitting disability claims. 	
C.	PATHS technical support services to designated ESA personnel or training and quality assurance (staff, benefits, consultants, office and training supplies) using the following Consultants: Jewel Love (Soul Stirring), Clairmont Huggins, Derek Hampton, Vicky Maree, Neal Ables and other professionals as needed.	\$200,000.00
	<ul style="list-style-type: none"> • Provide system-wide training to ESA staff in area(s) designated by ESA Deputy Administrator for Training and Development. • Coordinate up to three (3) ESA solicitations (submissions, review and report). • Sponsor and coordinate ESA's Annual Capacity Building Conference at UDC for small community-based non-profit District organizations funded by ESA. • Provide technical support for the Intellex information system tracking of ESA staff training. • Monitor Home Visit and Domestic Violence Program quarterly. 	
D.	UDC shall provide vocational assessment and job readiness training for up to two hundred (200) TANF customers.	\$120,000.00
E.	UDC shall provide technical assistance to grantees to enhance and improve communication and outreach capacity.	\$80,000.00
	TOTAL	\$2,900,000.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE CITY ADMINISTRATOR,
ON BEHALF OF BUYER AGENCIES,
AND
THE OFFICE OF UNIFIED COMMUNICATIONS
FOR THE CITYWIDE RADIO SYSTEM, INCLUDING EMERGENCY DISPATCHES

(FISCAL YEAR 2019)**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is effective as of October 1, 2018, and is made by and between the District of Columbia Office of Unified Communications ("OUC" or "Seller") and the District of Columbia Office of the City Administrator ("OCA" or "Buyer") on behalf of the District agencies listed on Attachment B (which are collectively referred to in this MOU as the "Buyer Agencies" and each of which is referred to individually in this MOU as a "Buyer Agency").

The Buyer has requested the services of the Seller to maintain, and provide access to, the District of Columbia's Citywide Radio System for the Buyer Agencies.

II. PROGRAM GOALS AND OBJECTIVES

OUC provides centralized, District-wide coordination and management of the Citywide Radio System and other public safety wireless communication systems. The Citywide Radio System provides mission-critical communications for District of Columbia agencies and radio interoperability with regional and federal partners.

As part of its management of the Citywide Radio System, OUC plans, coordinates, implements, and operates all facets of the District's radio networks. The Office of Unified Communications provides 24x7 technical support and maintenance on the Citywide Radio System and all public safety communication devices, manages building facilities that support public safety radio technology, and reviews and approves all agency proposals, purchase orders, and contracts for the acquisition of radio systems and services. OUC also develops and enforces policy directives and standards regarding public safety and non-public safety communications, and maintains a contract with Motorola for Citywide Radio System maintenance, biennial system upgrades, and extended warranties for all radios OUC purchases on behalf of another agency.

OUC's primary goal is to ensure the Citywide Radio System adequately supports the city's public safety agencies and first responders. OUC reviews and approves requests from non-public safety agencies to access the Citywide Radio System, obtain assistance procuring radios or radio equipment, or borrow loaner radio equipment.

The purpose of this MOU is to establish the terms and conditions upon which OUC will provide the Buyer Agencies access to and usage of the District's Citywide Radio System.

OCA is executing this MOU on behalf of the Buyer Agencies.

III. DEFINITIONS

For the purpose of this MOU, the following terms shall have the meanings ascribed herein:

- A. The term "Radio Airtime Service Plan" means the multi-tiered costing options through which a District agency may purchase access to and usage of the Citywide Radio System.
- B. The term "Citywide Radio System" means the entirety of the District of Columbia public safety and non-public safety radio communications systems and other public safety and non-public safety wireless communications systems and resources centralized under the Office of Unified Communications.
- C. The term "Talk Group" means a virtual group assigned for a particular function and/or agency, which allows multiple users to share the same pool of frequencies by pairing the sending and receiving radios.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER

- 1. The Seller shall provide to the Buyer Agencies access to and usage of the Citywide Radio System.
- 2. The Seller shall permit the Buyer Agencies' usage of OUC radios, based on the availability of spare equipment in OUC's existing inventory.
- 3. At the request of a Buyer Agency, OUC shall provide assistance to the Buyer Agency in procuring additional radios or other approved equipment to be used on the Citywide Radio System. If the Buyer Agency requests that OUC purchase the equipment on its behalf, a separate MOU will be executed based on the actual cost of the new radio equipment and fees associated with programming and provisioning the new equipment.
- 4. The Seller shall pre-program the radios and other approved equipment described in Subsections IV.A.2 and IV.A.3 of this MOU to access the Citywide Radio System using Buyer-Agency-assigned Talk Groups.
- 5. Annually, the Seller shall make arrangements with each Buyer Agency to perform battery life testing for the Buyer Agency's radio batteries on-site at Buyer Agency's location. A Buyer Agency may additionally request *ad hoc* battery life testing by bringing an individual radio to the OUC Radio Shop, located at 310 McMillan Drive NW. Replacement radio batteries shall be provided by the Seller to a Buyer Agency, at the Seller's cost, only if battery testing results indicate a need for battery replacement, as determined by the Seller.

6. The Seller shall be responsible for maintenance of warranties and manager's licenses for radios provided by OUC to the Buyer Agencies.
7. The Seller shall perform preventative maintenance, testing, calibration, and repair of the Citywide Radio System.
8. When the Seller upgrades or improves the Citywide Radio System, the Seller shall additionally perform any programming, calibration, installation, and testing of the Buyer Agencies' radio equipment necessary to implement the system-wide upgrades/improvements.
9. The Seller shall provide to the Buyer Agencies help desk support and troubleshooting services upon the request of a Buyer Agency as described in the *Citywide Radio System Access and Usage Standards* (Attachment A). The help desk (hereinafter referred to as the "OUC Radio Help Desk") shall be accessible twenty-four (24) hours a day and seven (7) days a week by calling (202) 373-3737.
10. The Seller shall provide to a Buyer Agency training related to access and usage of the Citywide Radio System upon request of the Buyer Agency.
11. The Seller shall provide to each Buyer Agency the annual radio usage report described in Subsection VIII.B.2 of this MOU, and such additional *ad hoc* usage reports as may be requested by a Buyer Agency. The Seller shall provide to the Buyer such *ad hoc* usage reports as the Buyer may request.
12. The Seller shall provide to a Buyer Agency loaner equipment while radio equipment provided to the Buyer Agency pursuant to this MOU is being repaired and/or replaced by the Seller.
13. If applicable, upon receipt of a request and OUC approval for emergency services from a Buyer Agency via channel "Citywide 1", the Seller shall enter the event into CAD and dispatch an appropriate response pursuant to the Seller's existing protocols.
14. If any of the radios described in Subsection IV.A.2 of this MOU are lost or stolen while in the possession of a Buyer Agency, the provisioning of replacement radios by the Seller shall be contingent upon execution of a separate MOU under which the Buyer Agency provides additional funding to the Seller for the costs to procure replacement radios.

B. RESPONSIBILITIES OF BUYER AND THE BUYER AGENCIES

1. The Buyer agrees to the terms, projected costs, and fund availability associated with the MOU on behalf of the Buyer Agencies.
2. Each Buyer Agency shall make an intra-District advance to the Seller for the cost of the goods and services provided by the Seller to the Buyer Agency

under this MOU, in the amount set forth for the Buyer Agency in the *FY19 Schedule of Radio Costs* (Attachment B).

3. Each Buyer Agency shall access the Citywide Radio System using only equipment that is included on the *District of Columbia Approved Radio Equipment List* (Appendix C).
4. Each Buyer Agency shall comply with, and shall ensure the compliance of its designated radio users with, the *Citywide Radio System Access and Usage Standards* (Appendix A).
5. A Buyer Agency shall obtain the written permission of the Seller prior to implementing new fleetmap templates for talkgroup configurations and radio functionality for use in the Citywide Radio System.
6. A Buyer Agency shall notify the Seller of any issues related to the Citywide Radio System by contacting the OUC Radio Help Desk (referred to in Section IV.A.9 of this MOU) as soon as practicable after the Buyer Agency identifies the issue.
7. Each Buyer Agency shall provide the Seller with reasonable access to the Buyer Agency's premises for the purposes of inventory, preventative maintenance, repair, replacement, testing, calibration, programming, and installation of equipment used to access the Citywide Radio System.
8. Each Buyer Agency shall comply with the requirements of the *OUC IT Reporting Procedure for Lost or Stolen District Assets* (Attachment D).

V. INCORPORATION BY REFERENCE

The parties agree that the documents referenced in this section constitute part of this MOU. The parties agree to be bound by the terms, conditions, and specifications therein.

- A. Citywide Radio System Access and Usage Standards (Attachment A).
- B. FY2019 Schedule of Radio Costs for All Agencies (Attachment B).
- C. District of Columbia Approved Radio Equipment List (Attachment C).
- D. OUC IT Reporting Procedures for Lost or Stolen District Assets (Attachment D).

VI. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2018, through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.

VII. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); D.C. Official Code § 1-327.56.

VIII. FUNDING PROVISIONS

A. COST OF SERVICES

1. The amount of this MOU shall not exceed five hundred thirteen thousand eight hundred and seventy dollars and thirty-six cents (\$513,870.36) in total and shall not exceed for any Buyer Agency the amount set forth for that Buyer Agency in the *FY2019 Schedule of Radio Costs* (Attachment B). The estimated cost of this MOU is based on the cost of the Radio Airtime Service Plan assigned to the Buyer Agency. (The cost of the Radio Airtime Service Plan is based on the number airtime minutes assigned to the Buyer Agency and the number of radios assigned to the Buyer Agency.)
2. Radio usage by the Buyer Agency in an amount less than the maximum number of available minutes included in the Radio Airtime Service Plan assigned to the Buyer Agency shall not result in a reduction in the cost of this MOU.
3. Radio usage by the Buyer Agency in an amount more than the maximum number of available minutes included in the Radio Airtime Service Plan assigned to Buyer Agency shall not result in an increase in the cost of this MOU during the fiscal year in which the overage occurred, but shall form the basis in the subsequent fiscal year for assignment of the Buyer Agency to a higher cost tier Radio Airtime Service Plan that provides available minutes on a scale with the Buyer Agency's actual usage in the prior fiscal year.
4. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not later than September 30, 2019.

B. PAYMENT

1. Payment for all of the goods and services provided to each Buyer Agency by the Seller under this MOU shall be made through an Intra-District advance by each Buyer Agency to the Seller based on the amount set forth for that Buyer Agency in the *FY2019 Schedule of Radio Costs* (Attachment B). Advances shall not exceed the amount listed in Attachment B for each Buyer Agency.
2. The Seller shall submit to the Buyer Agency an annual usage report in the third quarter of the fiscal year, which shall explain the amounts billed, including radio counts and system utilization.
3. The Seller shall relieve the advance and bill the Buyer Agencies through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU.
4. a. If a dispute arises under this MOU between the Seller and a Buyer agency, the Seller representative designated in Section XIII of this MOU and a designated representative of the Buyer Agency shall work to resolve the dispute. If the Seller representative designated in Section XIII of this MOU and the designated representative of the Buyer Agency are unable to

resolve the dispute, the designated representative of the Buyer Agency and the Buyer representative and the Seller representative designated in Section XIII of this MOU shall work to resolve the dispute. In the event the Buyer Agency representative, Buyer representative, and the Seller representative cannot resolve a dispute, the matter shall be referred to the City Administrator for resolution.

- b. If a dispute arises under this MOU between the Seller and the Buyer, the Buyer representative and the Seller representative designated in Section XIII of this MOU, or their designees, shall work to resolve the dispute. In the event the Buyer representative and the Seller representative cannot resolve a dispute, the matter shall be referred to the City Administrator for resolution.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties and the Buyer Agencies 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.

IX. COMPLIANCE AND MONITORING

- A. If a Buyer Agency breaches a non-financial term or condition of this MOU, the Seller shall provide the Buyer and the Buyer Agency with written notice of the breach. The notice shall describe the nature of the breach, include a description of the corrective actions the Buyer Agency must take to remedy the breach, and provide at least thirty (30) calendar days for the Buyer Agency to take the corrective actions. If the breach is not remedied by the Buyer Agency within the time period set forth in the notice of breach, the Seller may take one (1) or more of the following enforcement actions, as appropriate to the nature of the breach:
 - 1. Remove the Buyer Agency's access to the Citywide Radio System;
 - 2. Remove one (1) or more of the Buyer Agency's users' access to the Citywide Radio System;
 - 3. Remove one (1) or more of the Talk Groups identified in Subsection IV.A.4 of this MOU; and/or
 - 4. Demand the return of radio equipment provided by the Seller to the Buyer Agency.
- B. For any costs incurred by the Seller arising from an enforcement action taken pursuant to Subsection IX.A of this MOU, the Seller may relieve the advance and bill the Buyer Agency against the intra-District transfer of funds covered by this MOU.

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

X. RECORDS AND REPORTS

- A. The Seller and the Buyer Agencies shall maintain records and receipts of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU.
- B. Upon the City Administrator's request, the Seller and each Buyer Agency shall make these documents available for inspection by duly-authorized representatives of the Seller, Buyer, or Buyer Agency (as designated by the City Administrator) and other officials as may be specified by the City Administrator in his or her sole discretion. In the event that the Seller is served with a court order, subpoena, or Freedom of Information Act request for records relating to the Buyer Agency's communications on the Citywide Radio System the Seller shall provide notice to Buyer Agency in advance of releasing the records.

XI. CONFIDENTIAL INFORMATION

The Seller, Buyer, and Buyer Agencies shall use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Information received by the Seller, the Buyer, or a Buyer Agency in the performance of its responsibilities under this MOU shall remain the property of the agency that provided the information.

XII. TERMINATION

Either the Seller or Buyer may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other party. A Buyer Agency may terminate this MOU in whole or in part with respect to its participation by giving thirty (30) calendar days advance written notice to the Seller and Buyer. Termination by the Buyer shall not be effective with respect to a Buyer Agency that is subject to the termination until all radio equipment provided by the Seller to the Buyer Agency is returned to the Seller. Termination by a Buyer Agency shall not be effective until all radio equipment provided by the Seller to the Buyer is returned to the Seller.

XIII. NOTICE

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

For Seller:
Teddy Kavaleri
CIO, OUC
2720 Martin Luther King Jr. Ave. SE
Washington, DC 20032
Phone: 202- 715-7557

E-mail: teddy.kavaleri@dc.gov

For the Buyer/Office of the City Administrator:

Barry Kreiswirth

General Counsel and Senior Policy Advisor

John A. Wilson Building

1350 Pennsylvania Avenue, NW, Suite 513

Washington, DC 20004

Phone: 202-724-3692

Email: barry.kreiswirth@dc.gov

XIV. MODIFICATIONS

- A. The terms and conditions of this MOU may be modified only upon prior written agreement by the Seller and Buyer.


XV. MISCELLANEOUS

The Seller, Buyer, and Buyer Agencies shall comply with all applicable District of Columbia and federal laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

[signature page follows]

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

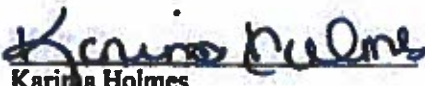
OFFICE OF THE CITY ADMINISTRATOR, ON BEHALF OF THE BUYER AGENCIES



Rashad M. Young
City Administrator

Date: 10/10/2019

OFFICE OF UNIFIED COMMUNICATIONS



Karima Holmes
Director

Date: 9/20/18



OUC CITYWIDE RADIO MOU

ATTACHMENT A:

CITYWIDE RADIO SYSTEM ACCESS AND USAGE STANDARDS

CITYWIDE RADIO SYSTEM ACCESS AND USAGE STANDARDS

Citywide Radio System

The District's Citywide Radio System is maintained and managed by the Office of Unified Communications ("OUC") for primary use by public safety agencies and secondary use by all other District and regional partner agencies in furtherance of the duties and functions of those agencies. The system is designed with multiple layers of redundancy in its physical layer.

Talk Groups/Frequencies/Channels

A Buyer Agency may not change any talk group name, function, or alias without the express advance permission of the OUC System Manager.

Each Buyer Agency shall use only those talk groups that have been pre-programmed in radios provided to that Buyer Agency by OUC. Buyer Agency will ensure that its employees primarily use Buyer Agency's assigned talk groups for daily operations. Buyer Agency will direct its personnel to communicate on all other pre-programmed talk groups only when the specific conditions below have been met:

Citywide 1 Talk Group

Buyer Agency's approved personnel shall use the Citywide 1 talk group on the radio to connect with the radio operator and with dispatcher in charge of Citywide communications for emergencies only. This procedure is designed for emergency use only, and all other communications shall occur over the other designated Buyer Agency and mutual-aid channels. Use of this mechanism shall be limited to those radios specifically designated by Buyer Agency and OUC.

800 / 700 MHz Frequencies

800 MHz frequencies are 16 - FCC provided channels and 700 MHz frequencies are 10 - FCC provided channels. These channels are licensed to OUC for citywide radio usage. Users do not have the ability to change frequencies on the radios and the frequencies are only configurable on the radio system by OUC personnel. System management automates the assignment of a channel to a user. Buyer Agency shall limit use of the Citywide Radio System by its employees and agents to work-related operations only.

Radio Interoperability Zone (RIZ)

Buyer Agency will ensure that its employees use radio interoperability zone (RIZ) talk groups for multi-agency event communications only. Before using a talk group, Buyer Agency shall notify OUC Dispatch Operations at (202) 373-3700 of Buyer Agency's intent to use a RIZ talk group, the point of contact, and the length of the event. When the event is completed, notify OUC 911 Operations at the conclusion of the event.

DC National Public Safety Planning Advisory Committee (NPSPAC) channel

FCC established these five (5) mutual aid channels reserved for emergency regional use. These channels are not monitored by a dispatcher and are available for multi-jurisdiction interoperability communication only. Buyer Agency shall notify OUC Dispatch Operations at (202) 373-3700 before activating DC NPSPAC in repeat mode.

Talkaround (Direct)

Use of NPSPAC in talkaround (Direct) mode is restricted to pre-approved multi-agency communication or during an emergency that renders the Citywide Radio System out-of-service. The radio “bonks” when the channel is not available.

Emergency Button Support

Emergency alerting is used by specific agencies to alert users that they are experiencing an emergency and they can't talk over the radio, such as “man down” or “1033”. The alert tone automatically goes to the dispatch consoles, where the dispatcher will call the identified user to check on their welfare. Unless specified, most agencies do not have the emergency button enabled. If this function is enabled, an agency will be notified where the alert is directed. As an example, MPD and FEMS alerts are received by OUC.

Failsoft

In the event of a major loss of system resources, Buyer Agency-assigned talk groups have a “Failsoft” channel assignment and will maintain system access through the most severely debilitated, but still operational state of the District's Citywide Radio System.

Patches

OUC must approve all permanent or temporary patches to any radio channels on the Citywide Radio System before they become operational. Such patches include patches on the Trunked Simulcast radio system and conventional radio resources.

All other Buyer Agency talk group patches have to be pre-approved by the OUC. Patching an encrypted talk group to non-encrypted talk group is strictly prohibited without OUC management approval.

Console patching—notify OUC Dispatch operations before making any multi-agency patches. Once the communications event is complete, notify the OUC and take down the patch.

Help Desk Support and Troubleshooting

This section governs helpdesk response times for Remedy helpdesk tickets.

1. All initial calls for service by a Buyer Agency under the MOU should be made to the OUC Radio Help Desk helpdesk line (202)373-3737.
2. During normal operational hours (Mon-Fri 0730-1630), OUC technicians will respond to Radio helpdesk tickets within thirty (30) minutes. The OUC Radio Help Desk will notify the point of contact for the Radio helpdesk ticket within one (1) hour if the ticket has been resolved or escalated. If the ticket is escalated, the OUC Radio Helpdesk will provide an estimated timeline

for resolution based on the severity and complexity of the issue.

3. Outside of normal operational hours, OUC technicians will respond to Radio helpdesk tickets within one (1) hour. The OUC Radio Help Desk will notify the point of contact for the Radio helpdesk ticket within two (2) hours if the ticket has been resolved or escalated. If the ticket is escalated, the OUC Radio Helpdesk will provide an estimated timeline for resolution based on the severity and complexity of the issue.

FCC Regulations

Buyer Agencies shall comply with all FCC regulations for radio communications use as described in FCC Rules and Regulations, Part 90, where applicable. Furthermore, pursuant to FCC Rules and Regulations, Part 90.631(a), a Buyer Agency's radios on the District network shall be counted towards the District's total system load.

Definitions

For the purposes of these standards, "Buyer Agency" means a District of Columbia government agency, other than OUC, that uses the Citywide Radio System through a memorandum of understanding with OUC.



OUC CITYWIDE RADIO MOU

ATTACHMENT B: FY2018 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES

ATTACHMENT B
CITYWIDE RADIO MOU - FY2019 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES

Tiered Service plus Cost per Radio

FY19 Cost Per Minute	\$	1.33
Annual Cost per Radio	\$	51.84
Average Radio Warranty - Annual	\$	18.30
Average Battery Warranty - Annual	\$	33.54

Tier	Minute Range	High Point - Mins	Annual cost	# of Radios
Tier 1	1 - 1499	1499	\$1,993.07	Up to 100
Tier 2	1,500 to 4,999	4999	\$6,646.68	Up to 100
Tier 3	5,000 to 9,999	9999	\$13,294.69	Up to 100
Tier 4	10,000 to 19,999	19999	\$26,590.71	Up to 200
Tier 5	20,000 to 29,999	29999	\$39,886.73	Up to 200
Tier 6	30,000 to 39,999	39999	\$53,182.75	Up to 200
Tier 7	40,000 to 49,999	49999	\$66,478.77	Up to 300
Tier 8	50,000 to 59,999	59999	\$79,774.79	Up to 300
Tier 9	60,000 to 69,999	69999	\$93,070.82	Up to 300
Tier 10	70,000 to 99,999	99999	\$132,958.88	Up to 450

Agency	FY19 Tier	FY19 System Usage Cost	FY19 Total # of Radios	FY19 Delta # of Radios	FY19 Delta Radio Cost	FY19 System Usage	FY19 Total Cost	FY18-FY19 Change in Usage
OCTO	Tier 1	\$1,993.07	6	0	\$0.00	0.13	\$1,993.07	-108.02
DCRA	Tier 1	\$1,993.07	26	0	\$0.00	1.2	\$1,993.07	-28.39
ABRA	Tier 1	\$1,993.07	9	0	\$0.00	44.5	\$1,993.07	62.46
Serve DC	Tier 1	\$1,993.07	20	0	\$0.00	53.3	\$1,993.07	89.47
DHS	Tier 1	\$1,993.07	80	0	\$0.00	448.2	\$1,993.07	283.57
OCME	Tier 1	\$1,993.07	34	0	\$0.00	890.4	\$1,993.07	440.06
DPW	Tier 1	\$1,993.07	53	0	\$0.00	1083.5	\$1,993.07	4674.54
DOH	Tier 2	\$6,646.68	173	73	\$3,784.32	1506.1	\$10,431.00	1408.60
HSEMA	Tier 2	\$6,646.68	92	0	\$0.00	2387.5	\$6,646.68	3598.03

ATTACHMENT B
CITYWIDE RADIO MOU - FY2019 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES

DPR	Tier 2	14	0	\$0.00	3238.1	\$6,646.68	3321.51
DFHV	Tier 2	39	0	\$0.00	4396.7	\$6,646.68	1906.48
DFS	Tier 4	47	0	\$0.00	11219.6	\$26,590.71	921.50
DCPL	Tier 4	41	0	\$0.00	12998.1	\$26,590.71	14767.01
DBH	Tier 4	90	0	\$0.00	14064.1	\$26,590.71	9779.72
DGS PSD	Tier 4	231	31	\$1,607.04	14811.7	\$28,197.75	13490.33
DCPS	Tier 4	63	0	\$0.00	17447.3	\$26,590.71	17485.25
DCOA	Tier 5	58	0	\$0.00	28574.3	\$39,886.73	43546.38
DYRS	Tier 7	173	0	\$0.00	48825.3	\$66,478.77	29271.03
DDOT	Tier 9	111	0	\$0.00	67120.9	\$93,070.82	44192.13
DOC	Tier 10	500	50	\$2,592.00	170175.2	\$135,550.88	148365.64
					359728.04	\$513,870.36	



OUC CITYWIDE RADIO MOU

ATTACHMENT C: DISTRICT OF COLUMBIA APPROVED RADIO EQUIPMENT LIST



District of Columbia Approved Radio Equipment List

Radios

- APX 4000 Model 2
- APX 6000 Model 2 Portable
- APX 6000 XE Model 2 Portable
- APX 6500 Dual Control Head Mobile
- APX 6500 Single Control Head Mobile
- APX 7000 Dual Band Full Display and Keypad Portable
- XTS 5000R Portable Radio MN. H18UCF9PW6AN
- XTL 5000 Mobile Radio MN. M20URS9PW1AN

Antennas

- Car Antenna Maxrad – 800 MHz
- APX 7500 Roof MT GPS Antenna
- Motorola 700 / 800 MHz Antennas - NAF5085

Batteries

- Batt IMP STD IP67 Liion 2900M 3100T - NNTN7038A (Motorola)
- Batteries - PMNN4403A (Motorola)
- 7.5 MULTIPLER BATTERY
- XTS Nicod Batteries – 8950 (Procom)

Consolettes

- Consolette - L30URS9PW1AN (Motorola)
- MCD 5000 Deskset
- GM 300 Consolette Microphone

Docking Station

- Havis Rugged Mobile Docking Station

Repeaters

- No repeaters / BDAs / DAS should be used on the system without consulting with the OUC

Chargers

- Apex Charger – Desktop – CORDS
- Apex Charger – Desktop – BASE
- Impress Gang Charger (6 slot)
- Impress Single Desk Chargers

- Vehicle Chargers - NTN7624A (Motorola)



OUC CITYWIDE RADIO MOU

ATTACHMENT D: OUC IT REPORTING PROCEDURES FOR LOST OR STOLEN DISTRICT ASSETS

DATE: Monday, October 2, 2017

Effective Date: Monday, October 2, 2017

TO: DC Government and Federal Agencies Utilizing OUC Radio Equipment

FROM: Office of Unified Communications (OUC)

RE: Revised OUC IT Reporting Procedure for Lost or Stolen District Assets

PURPOSE:

The purpose of this OUC IT Reporting Procedure is to update operational guidelines necessary to provide for the non-emergency reporting of District-owned radio communications equipment that has been deemed lost or stolen. These guidelines are designated as the **OUC IT Reporting Procedure for Lost or Stolen District Assets**. The Office of Unified Communications issues such equipment to other District agencies, referred to as "*Buyer Agencies*", under the terms of a Citywide Radio Memorandum of Understanding (MOU).

SCOPE:

This reporting procedure applies as follows:

Which agencies does this procedure apply to?

"Buyer Agencies", which are those agencies that have executed an MOU with OUC for Citywide Radio Services (or on whose behalf the City Administrator has executed such an MOU).

Which types of equipment does this procedure apply to?

Any radio communications equipment that meets one or more of the following categories:

- o Equipment issued by the OUC to the Buyer Agency, including loaners
- o Equipment procured by the OUC, on behalf of a Buyer Agency
- o Equipment with access to the Citywide Radio System.

For the purposes of these guidelines, radio communications equipment includes but is not limited to:

- o Portable Radios
- o Mobile Radios
- o Tough Books
- o Tablets
- o Cell phones with radio related technology installed, such as WAVE or CAD Mobile

AUTHORITY:

The Office of Unified Communications, Information Technology Department, shall have oversight of the OUC IT Reporting Procedure for Lost or Stolen District Assets.

Case reports resulting from the OUC IT Reporting Procedure for Lost or Stolen District Assets will be completed by the Radio Services Group and filed in Remedy CMBD Asset Management and Quickbase.

POLICY DESCRIPTION:

The OUC must maintain adequate control of radio communications equipment and provide an accurate inventory and status of all radio assets. As such, it is the policy of the Office of Unified Communications, Information Technology Division, that the following steps be employed, when OUC-issued radio equipment has been deemed lost or stolen:

PROCEDURE(S) FOR REPORTING:

Responsibility:

1. At such time as a loss or theft of radio communications equipment occurs, the individual assigned to the respective equipment must:
 - a. Notify their superior, where applicable
 - b. Notify the OUC IT Services Helpdesk at 202-373-3737 within twenty-four (24) hours. The OUC IT Services Helpdesk will generate an internal tracking ticket and assign it to the Radio Services Group.
 2. Complete and file a police report utilizing the MPD Property Form PD84 within forty-eight (48) hours.
 3. If the lost or stolen asset falls within the scope of loaner equipment, it is the responsibility of the Buyer Agency to reimburse OUC for the cost of the loaner equipment.
-

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

PART I
GENERAL

MOU NUMBER: _____ **DATE OF MOU:** 6/24/2019

SELLER INFORMATION

AGENCY: Office of Unified Communications **AGENCY CODE:** UC0
NAME OF CONTACT: Douglas A. Kemp, Agency Fiscal Officer
ADDRESS : 2720 Martin Luther King Ave SE
Washington, DC 20032
TELEPHONE # : (202) 730-0519

AUTHORIZING OFFICER SIGNATURE  **DATE:** 06/24/19

BUYER INFORMATION

AGENCY: Dept. of Human Services **AGENCY CODE:** JA0
NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer
ADDRESS : 64 New York Ave., NE
Washington DC
TELEPHONE # : (202) 671-4240

AUTHORIZING OFFICER SIGNATURE  **DATE:** 07/16/19

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 1 OF _____ 1

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: Office of Unified Communications
800MHZ Radio Communications and Maintenance Services

TOTAL: \$1,993.07

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER	UC0	19	0300	0700	19JA0	4020E	4600	4600		DHS019H9
BUYER	JA0	19 _{AS}	1000	0100	APJH4	AD108	0409	0409		

GOOD/ SERVICE: _____

TOTAL: _____

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

GOOD/ SERVICE: _____

DATE: ___/___/___ **TOTAL:** _____

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

GOOD/ SERVICE: _____

DATE: ___/___/___ **TOTAL:** _____

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

S502 V2.1 PRD DISTRICT OF COLUMBIA R*STARS 2.1 07/11/19 12:56 PM
LINK TO: _____ BATCH BALANCING DSNF

BATCH AGENCY: JAO
BATCH DATE: 071119
BATCH TYPE: 4
BATCH NUMBER: 165

BATCH BALANCING:
ENTERED COUNT: 00002 ENTERED AMOUNT: 00000003986.14
COMPUTED COUNT: 00002 COMPUTED AMOUNT: 00000003986.14

PAYMENT DIST TYPE:
DISB METH IND:
USER ID: R6JACW9 CRYSTAL WHITTAKER
USER CLASS: 31

THIS BATCH IS BALANCED...PLEASE SELECT APPROPRIATE ACTION
F1-HELP F2-RECALL BATCH F3-DEL HDR F6-RELEASE F7-DETAILS F8-DOC TRK
F9-INTERRUPT F10-HOLD F11-HDR ENTRY F12-HEADERS CLEAR-EXIT

S520 V2.1 PRD DISTRICT OF COLUMBIA R*STARS 2.1 07/11/19 12:57 PM
LINK TO: VIEW A BATCH DSNF

BATCH ID: AGENCY JAO DATE 071119 TYPE 4 NO 165 SEQUENCE 00001
MODE EDIT & POST EFF DATE 071119 STATUS H PRINTER ID:

S	P	SEQ	CUR	DOC/SFX	REF	DOC/SFX	M	AGY	TC	INDEX	PCA	AY	AMOUNT	R
-		00001	IDUCOCRW	001				JAO	440	APJHU	AD108	19	1993.07	
-		00002	IDUCOCRW	002				UC0	441	19JAO	4020E	19	1993.07	

ENTERED COUNT: 00000 ENTERED AMOUNT: 00000000000.00
COMPUTED COUNT: 00002 COMPUTED AMOUNT: 00000003986.14
NO MORE DETAILS IN THIS BATCH

F1-HELP F2-SELECT F4-PRINT F5-NEXT PAGE F6-BALANCING F8-DOC TRACK
F9-INTERRUPT F11-CORRECT BATCH F12-HEADERS ENTER-FIRST PAGE CLEAR-EXIT

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF YOUTH REHABILITATION SERVICES
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

This Memorandum of Understanding (MOU) executed January 4, 2017, was entered into between the District of Columbia (District) Department of Youth Rehabilitation Services (DYRS) and the Department of Human Services (DHS), referred to collectively herein as the "Parties."

The Parties now desire to modify the MOU as follows:

I. Section III. AUTHORITY is hereby deleted and replaced with the following:

The Parties are authorized to enter into this MOU pursuant to D.C. Official Code §§ 1-301.01(k); D.C. Official Code §§2-515.04(2) and 2-515.04(5); 29 DCMR § 1200; and any other applicable District and federal law and regulation.

II. Section VII. INTRA-DISTRICT FUNDING PROVISIONS is hereby modified to replace all references to "2018" with "2019".


III. Section VIII. PERIOD OF PERFORMANCE is hereby modified to replace all references to "2018" with "2019".

IV. Section XII. TERMINATION is hereby modified to replace all references to "2018" with "2019".

V. DYRS will execute the second option year in the amount of \$370,000.00 in order to maintain eight (8) apartments for homeless transitional age youth.

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

FOR THE DEPARTMENT OF YOUTH REHABILITATION SERVICES:

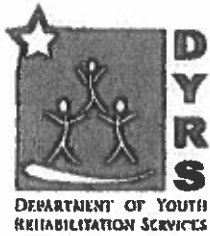

Clinton Lacey
Director

4/23/19
Date

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zellinger
Director

3/7/19
Date



Office of the General Counsel
1000 Mount Olivet Road, NE
Washington, DC 20002
(202) 576-8424 (O)
(202) 576-8457 (F)
www.dyrs.dc.gov

MEMORANDUM

TO: CLINTON LACEY
Director

FROM: TIYE KINLOW
Assistant General Counsel

DATE: April 23, 2019

RE: Legal Sufficiency Review of DYRS/ DHS Transitional Housing MOU

Purpose:

I have completed the legal sufficiency review of the attached Memorandum of Understanding ("MOU") with the Department of Human Services ("DHS"). Upon execution of the MOU, DYRS will remit \$370,000.00 to DHS in order to maintain eight (8) apartments for homeless transitional age youth.

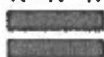
Authority:

DYRS is authorized to enter into this MOU pursuant to the DYRS Establishment Act, which provides that DYRS may enter into memoranda of understanding with other governmental bodies for the purpose of establishing a system of secure and community-based facilities and rehabilitative services, D.C. Official Code § 2-1515.04(5).

Conclusion:

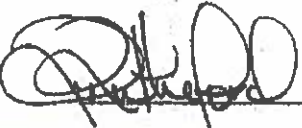

I find this MOU to be legally sufficient. Please feel free to contact me should you have any questions or concerns.

★ ★ ★



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

PART I

MOU NUMBER: _____		
Services:	AMOUNT:	\$370,000.00
SELLER INFORMATION		
AGENCY:	<u>Dept. of Human Services</u>	AGENCY CODE: JA0
NAME OF CONTACT: <u>Hayden Bernard</u>		
ADDRESS : <u>64 NEW YORK AVENUE, NE, 4TH FLOOR</u>		
<u>Washington, DC 20002</u>		
TELEPHONE # : (202)671-4240		
FAX # :		
AUTHORIZING OFFICER		<u>6/18/19</u>
BUYER INFORMATION		
AGENCY:	<u>DEP OF YOUTH RECHABILITATION SERVICES</u>	AGENCY CODE: JZ0
NAME OF CONTACT: <u>ANTONIO BAXTER</u>		
ADDRESS : <u>450 H STREET NW, 10TH FLOOR</u>		
<u>Washington DC 20001</u>		
TELEPHONE : 202-299-5665		
FAX # :		
AUTHORIZING OFFICER		<u>9-18-19</u>
PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION		

Attachment B, -IDSR Form

PART II										
MOU NUMBER: _____										
SERVICE INFORMATION AND FUNDING CODES										
GOOD/ SERVICE: _____										
								TOTAL:	\$370,000.00	_____
	AGY	AY	INDEX	PCA	OBJ	AOBJ	PROJPH	Amount		
SELLER	JAO	2019	IDYRS	FYSHC	4600	4600		\$370,000.00		
Buyer	JZO	2019	10440 AGSH	90440	0501	0501				

APGSH



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



PART I
GENERAL

MOU NUMBER: _____

DATE OF MOU MOD: 11 / 25 / 19

SELLER INFORMATION

AGENCY: Department of Employment Services (DOES) AGENCY CODE: CFO

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS: 4058 Minnesota Avenue, N.E., Suite 5700
Washington, D.C. 20019

TELEPHONE #: 202-727-5145

FAX #: 202-671-2930

AUTHORIZING OFFICER *N Mayers*
Natalie Mayers, AFO/DOES

DATE: 7 / 21 / 19

BUYER INFORMATION

AGENCY: Department of Human Services (DHS) AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS: 64 New York Avenue, 4th Floor
Washington, D.C. 20002

TELEPHONE #: 202-671-4240

FAX #: 202-671-4201

AUTHORIZING OFFICER *D Rutherford-Felix*
AFO, DHS

DATE: 03 / 18 / 19

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

Buyer's initials: _____

Seller's initials: _____

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

50% ADVANCE BALANCE DUE

REQUESTED DATE: 11 / 25 / 19 GRAND TOTAL: \$ **2,126,687.04** \$ **1,063,343.52** \$ **1,063,343.52**

GOOD/ SERVICE: FY 2019 YOUTH TECH: Expansion of Year-Round Youth employment program in partnership with the Food Stamp Employment Training Program (FSET), serving approximately 100 District youth.

SUB-TOTAL: \$ 650,007.46

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT				
SELLER	CF0	19	FST93	48100	4600	4600			FSET93/19		480,007.46	\$	240,003.73	\$	240,003.73
SELLER	CF0	19	PARR3	48100	4600	4600			FSET93/19		170,000.00	\$	85,000.00	\$	85,000.00
TOTAL											650,007.46	\$	325,003.73	\$	325,003.73
BUYER	JA0	19	FTIJ9	TCM10	0501	0501					480,007.46	\$	240,003.73		
BUYER	JA0	19	FTRP9	TCM01	0501	0501					170,000.00	\$	85,000.00		
TOTAL											650,007.46	\$	325,003.73		

GOOD/ SERVICE: FY 2019 CAREER CONNECTIONS: FSET program serving approximately 240 District youth between the ages of 20-24, to provide occupational skills training, work-based learning, job readiness, and placement.

REQUESTED DATE: _____ SUB-TOTAL: \$ 363,443.42

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT				
SELLER	CF0	19	FST94	52000	4600	4600			CCCFST/19		325,665.42	\$	162,832.71	\$	162,832.71
SELLER	CF0	19	PARR4	52000	4600	4600			CCCFST/19		37,778.00	\$	18,889.00	\$	18,889.00
TOTAL											363,443.42	\$	181,721.71	\$	181,721.71
BUYER	JA0	19	FTIJ9	TCM10	0501	0501					325,665.42	\$	162,832.71		
BUYER	JA0	19	FTRP9	TCM01	0501	0501					37,778.00	\$	18,889.00		
TOTAL											363,443.42	\$	181,721.71		

GOOD/ SERVICE: FY 2019 PROJECT EMPOWERMENT: FSET program to provide transitional employment services to District residents who face multiple barriers to employment, and have a substantial need for intensive employment assistance.

REQUESTED DATE: _____ SUB-TOTAL: \$ 855,931.16

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT				
SELLER	CF0	19	FSTPE	51000	4600	4600			FSET91/19		704,819.16	\$	352,409.58	\$	352,409.58
SELLER	CF0	19	PARR1	51000	4600	4600			FSET91/19		151,112.00	\$	75,556.00	\$	75,556.00
TOTAL											855,931.16	\$	427,965.58	\$	427,965.58
BUYER	JA0	19	FTIJ9	TCM10	0501	0501					704,819.16	\$	352,409.58		
BUYER	JA0	19	FTRP9	TCM01	0501	0501					151,112.00	\$	75,556.00		
TOTAL											855,931.16	\$	427,965.58		

GOOD/ SERVICE: FY 2019 MARION BARRY SUMMER YOUTH EMPLOYMENT PROGRAM: FSET program to provide the opportunity to District youth between the ages of 14-24, to earn money, and gain meaningful work experience, learn and develop skills, attitudes, and commitment necessary to succeed in the work environment.

REQUESTED DATE: ___ / ___ / ___ TOTAL: \$ 257,305.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT				
SELLER	CF0	19	FST92	48200	4600	4600			FSET92/19		238,416.00	\$	119,208.00	\$	119,208.00
SELLER	CF0	19	PARR2	48200	4600	4600			FSET92/19		18,889.00	\$	9,444.50	\$	9,444.50
TOTAL											257,305.00	\$	128,652.50	\$	128,652.50
BUYER	JA0	19	FTIJ9	TCM10	0501	0501					238,416.00	\$	119,208.00		
BUYER	JA0	19	FTRP9	TCM01	0501	0501					18,889.00	\$	9,444.50		
TOTAL											257,305.00	\$	128,652.50		

Revised by OBP 9/18/98

TOTALS \$ **1,063,343.52** \$ **1,063,343.52**

#914

**MODIFICATION NUMBER FOUR
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

The Memorandum of Understanding (MOU) signed February 26, 2016 was entered into between the District of Columbia (District) Department of Employment Services (DOES) and the Department of Human Services (DHS), collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- I. **Section V: SCOPE OF SERVICES: Subsection A. Paragraph 11.b.iii** is hereby modified to replace "FY 2018" with "FY 2019":

- II. **Section VI: DURATION OF THE MOU: Subsection A** is hereby deleted and replaced with the following:
 - A. The provision of services for this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the parties prior to expiration.

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

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

FOR THE DEPARTMENT OF EMPLOYMENT SERVICES



Dr. Unique Morris-Hughes
Director

Date: 11/25/19

FOR THE DEPARTMENT OF HUMAN SERVICES



Laura Green Zeilinger
Director

Date: 11/21/18

**MODIFICATION NUMBER THREE
TO THE
MORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2018**

The Memorandum of Understanding (MOU) executed February 26, 2016 was entered into between the District of Columbia (District) Department of Employment Services (DOES) and the Department of Human Services (DHS), collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- I. **Section IV. PROGRAM OBJECTIVES:** The first paragraph is hereby deleted and replaced with the following:

"For the four (4) program tracks, DOES will prioritize SNAP eligible participants, approved by the SNAP E&T program with DHS who do not currently receive TANF.

The program objectives for all four (4) program tracks are to:

- 1) Increase skill levels for existing and entry level workers;
- 2) Increase the percentage of youth and adults who participate in work-based learning experiences;
- 3) Ensure the assessments and career plans showcase the strengths as well as the areas needed for growth for each Participant. The appropriate assessment will be determined by DOES for each participant. Each youth will have an Individual Service Plan (ISP) created, which will lay out their respective career path;
- 4) Expose the participants to fields of study or careers that will provide wages higher than the current minimum wage;
- 5) Provide supportive services (such as: transportation and childcare, case management and professional development depending on the specific program) to engage and motivate participants to overcome barriers;
- 6) Expand opportunities for participants to become involved in career and appropriate education coursework, career ladders or nationally recognized industries (such as referrals to year-round services that provide occupational skills and career exploration); and
- 7) Increase sustainable employment opportunities for the participants.

These objectives will ensure the SNAP E&T youth and adults obtain valuable work skills and credentials for in-demand jobs. All four (4) tracks engage SNAP participants with subsidized and unsubsidized work experience, as well as internships and shadowing opportunities. All funding for subsidized work experiences, paid internships, and incentives are the fiscal responsibility of DOES. This funding utilizes local funds (non federal) approved by DC Council. See VII. FUNDING PROVISIONS.

DOES will provide outreach by hosting application/intake sessions at 4058 Minnesota Avenue, N.E., Washington, DC 20019 and those facilities recommended by DHS. In addition, DOES will provide direct support on-site at the Adams Place Day Center located at 2210 Adams Place, N.E., Washington, DC 20018 and other local shelters for intake into applicable DOES program tracks. DOES in collaboration with DHS, will assess potential SNAP eligible customers and refer them to DHS for additional SNAP services."

II. Section V: SCOPE OF SERVICES: Section A. Paragraph 11.b. iii is hereby deleted and replaced with the following:

"iii. Pursuant to this MOU, below is the amount of participants and program activities for the FY'18 program year. DOES shall submit customer names to DHS for verification of SNAP eligibility multiple times throughout the participants' duration in the program.

- 1) **Out-of-School Youth (OSY):** Serve 100 SNAP participants
Program Activities: The Out-of-School Youth program is designed to assist District residents ages 18-24 who are not attending school and are out-of-school by providing occupational skills training, life skills development and work readiness instructions to connect youth back to the world of work successfully. Youth will also have access to paid internships. DOES will leverage local and federal funds that could include funding appropriated through the Workforce Innovation and Opportunity Act (WIOA) to pay for various components of the program which shall include work experience, internship, supportive services, and incentives where allowable. Youth work experiences will be up to 12 weeks and will have opportunities to earn a training stipend.
- 2) **D.C. Career Connections (DCCC):** Serve 240 SNAP participants
Program Activities: Participants must pass a CASAS examination demonstrating designated proficiency levels by industry and complete an interview with and approved Human Care Agreement provider for final selection. DHS will pay Youth participants for employment up to nine (9) months, and for up to 40 hours per week. DOES will pay the participants \$9.00 per hour.

- 3) **Project Empowerment (PE):** Serve 240 SNAP participants
Program Activities: Project Empowerment holds orientations every three (3) weeks for interested individuals. During Orientation, participants receive an overview of the program's eligibility requirements, training approach, and support services and are required to take a urinalysis drug test. Participants who successfully pass the urinalysis and meet all eligibility criteria are offered a spot in the program and schedule a meeting with an intake specialist.

Phases:

1. **Job Readiness Training (JRT)** – A mandatory three (3) week professional development class that covers life skills such as emotional intelligence, self-esteem, and personal goals, as well as lessons specific to employment including conflict resolution, interviewing techniques, and dressing for success. Participants who successfully graduate from JRT are paid \$9.00 per hour at the end of the three (3) weeks for their time spent learning.
2. **Subsidized Employment, otherwise known as, Work Experience (WEX)** – Through Work Experience (WEX) participants enter subsidized employment opportunities. In WEX or other PE work activities training wages of \$9.00 per hour are paid by DOES with WIOA funding. DHS will not be billed for subsidized employment.
3. **Unsubsidized Employment** – The ultimate goal of Project Empowerment is for its participants to obtain unsubsidized employment by each participant - employment wherein wages are paid in total by the employer.
4. **Retention** - PE participants who obtain and retain unsubsidized employment are eligible to receive financial retention bonuses totaling a maximum of one thousand one hundred fifty dollars and zero cents (\$1,150.00). In order to qualify for retention bonuses, participants must work a minimum average of twenty-five (25) hours per week. Retention payments are paid by DOES. DHS/ESA will not be billed for retention payments. Following a verification process, bonuses are distributed at the following unsubsidized employment benchmarks:
 - Independently secure unsubsidized employment - \$100.00
 - 30-day retention benchmark - \$50.00
 - 90-day retention benchmark - \$200.00
 - 180-day retention benchmark - \$350.00
 - 1-year retention benchmark - \$450.00
5. **Professional Development** – A combination of classroom instruction, basic computer training and job search activities designed to facilitate the transition to unsubsidized employment for participants that have completed WEX.

Throughout all phases of the program, Project Empowerment provides program participants with a host of supportive services that help participants become successful and obtain personal and professional goals. Services include:

- Transportation subsidy during job readiness training;
- Temporary housing referral assistance;
- Clothing vouchers;
- Childcare assistance;
- Referrals for lost/stolen non-drivers identifications;
- Referrals for health services; and
- Intensive case management and job coaching.

4) **Marion S. Barry Summer Youth Employment Program (MBSYEP):**

Serve 150 SNAP participants

Program Activities: MBSYEP will provide out-of-school, out-of-work, SNAP only District youth ages 20 to 24 with the opportunity to participate in a one (1) week prescreening event, six (6) week summer work experience placement with professional development, and five (5) weeks of post summer career placement activities; including retention (if applicable), professional development, case management and career planning as well as the choice to be placed with the DHS/ESA third party partner programs. (Previously approved by the United States Department of Agriculture, Food and Nutrition Services (FNS)).

The DOES Office of Youth Programs (OYP) develops and administers workforce development programs for District youth ages 14-24. OYP provides occupational skills training to facilitate the development of work habits and skills that are essential for success in the workplace. For the purpose of this MOU DOES will not provide specific case folders for each participant but will retain required data elements that are needed for reporting. For purposes of this MOU OYP shall:

- 1) Conduct a pre-screening event with the participants;
- 2) Host career fair with potential employers (various occupations);
- 3) Refer participants to direct hires opportunities with employers; and
- 4) Pre and Post E&T Services provided for the MBSYEP program are unique to DHS ESA and SNAP E&T participants only.

Pre and post activities (in detail):

OYP shall obtain by grant or contract a vendor who shall provide pre and post program work readiness training which will include work readiness assessment. The assessment will be determined by program staff and case managers based on the needs and barriers of participants. Assessment could include the review of work maturity skills, skills assessment, academic level,

and career interest for each participant will assist in determining the appropriate career pathing.

Participants will be provided a career/work readiness curriculum which will assist with career development tools, resume building, application development, and interview techniques.

Retention activities:

OYP shall pair each MBSYEP participant with a case manager who will assist the participant with the transition of training to employment.

Case Management Services will include the following:

- 1) Coaching
- 2) Supportive Services
- 3) Career/Job Plan
- 4) Participant's Activities and Progression
- 5) Meetings and Follow-Up
- 6) Work Experience Monitoring
- 7) Job Development
- 8) Referral to secondary, post-secondary and occupational skills training opportunities.

Additionally, MBSYEP participants will receive a transportation subsidy from DOES (utilizing funding provided at the discretion of DOES funds, not DHS/ESA) to assist with travel needs.

DOES shall report program measures and progress on a monthly basis during the months where the program is being implemented and up to three months post-implementation of the program to the DHS/ESA monitoring team.

III. Section VI. DURATION OF MOU: Paragraph A is deleted and replaced with the following:

- A. The provision of services for this MOU shall be from October 1, 2017 through September 30, 2018, unless terminated in writing by the parties prior to expiration.

IV. Section VIII. FUNDING PROVISIONS: Section A. COST OF SERVICES: is hereby deleted and replaced with the following:

1. "This is a cost reimbursement MOU. DOES will serve approximately 730 participants eligible for the program tracks receiving SNAP benefits only. The reimbursements to DHS shall not exceed two million six hundred fifty-eight thousand three hundred fifty-eight dollars and eighty cents (\$2,658,358.80). Through the use of federal reimbursement SNAP E&T, DHS shall reimburse


DOES for eighty percent (80%) of the fifty percent (50%) of allowable expenditures, up to two million one hundred twenty-six thousand six hundred eighty-seven dollars and four cents (\$2,126,687.04).

2. DOES shall allocate ten percent (10%) or two hundred twelve thousand six hundred sixty-eight dollars and seventy cents (\$212,668.70) for the administration of the program.
3. Only allowable participant and program expenditures incurred by DOES are reimbursable by DHS ESA.
4. DOES will invoice DHS ESA for scope of services incurred for participants.
5. DOES will NOT invoice DHS ESA and SNAP E&T program for any of the funds related to or in conjunction with subsidized employment, retention benchmarks, paid internships, transportation or training stipends.
6. DOES will utilize funds appropriated through the WIOA to pay for all paid internships."

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

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

FOR THE DEPARTMENT OF EMPLOYMENT SERVICES:


Odie Donald II
Director

Date: 12/18/17

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zeilinger
Director

Date: DEC 7 2017

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services


MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

MEMORANDUM

TO: Dr. Unique Morris-Hughes
Director

FROM: Tonya A. Robinson 
General Counsel

DATE: 24 January 2019


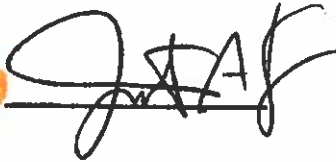
SUBJECT: Legal Sufficiency Review of 2019 Modification #4 to SNAP MOU with
DHS

This Memorandum is provided in response to your request for legal sufficiency review of the attached 2019 Modification #4 to SNAP MOU with DHS.

I reviewed and revised 2019 Modification #4 to SNAP MOU with DHS and found it legally sufficient.

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

PART I

MOU NUMBER _____	
Services: _____	AMOUNT: \$84,712.76
SELLER INFORMATION	
AGENCY: <u>Dept. of Human Services</u>	AGENCY CODE: JAO
NAME OF CONTACT: <u>Hayden Bernard</u>	
ADDRESS : <u>64 NEW YORK AVENUE, NE, 4TH FLOOR</u> <u>Washington, DC 20002</u>	
TELEPHONE # : (202)671-4340	
FAX # :	
AUTHORIZING OFFICER 	<u>7/8/2019</u>
BUYER INFORMATION	
AGENCY: <u>CHILD AND FAMILY SERVICES AGENCY</u>	AGENCY CODE: RLD
NAME OF CONTACT: <u>JUSTIN KOPCA</u>	
ADDRESS : <u>290 I STREET S.E. 2ND FLOOR</u> <u>Washington DC 20003</u>	
TELEPHONE : 202-488-7471	
FAX # :	
AUTHORIZING OFFICER 	<u>7-9-19</u>

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

Attachment B - IDSR Form

PART II

MOI NUMBER: _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____

TOTAL: \$84,712.76

	AGY	FY	FUND	INDEX	PCA	OBJ	ACBJ	PROSPH	Amount
SELLER	JAO	2018	0772	ICPS8	FYPSA	4800	4800	IDPASC	884,712.76
Buyer	RLO	2018	8200	830F9	80300	0091	0409		884,712.76
							→	F05+91/19	

**MODIFICATION NUMBER FOUR
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

The Memorandum of Understanding ("MOU") dated August 10, 2015 was entered into between the District of Columbia ("District") Department of Human Services ("DHS"), the seller agency and the Child and Family Services Agency ("CFSA"), the buyer agency, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- I. **Section III. SCOPE OF SERVICES, Sub-section B. RESPONSIBILITIES OF CFSA, Paragraph 1** is hereby deleted and replaced with the following:
 1. "Within thirty (30) days of the execution of this Agreement, CFSA shall transfer eighty-four thousand seven hundred twelve dollars and seventy-six cents (\$84,712.76) to DHS to cover the personnel, fringe and equipment/supplies cost for one (1) additional case manager for the PASS program."
- II. **Section IV. DURATION OF MOU, Sub-section A.**, is hereby deleted and replaced with the following:
 - A. "The period of this MOU shall be from October 1, 2018 through September 20, 2019, unless terminated in writing by the Parties prior to expiration of the MOU."
- III. **Section VI. FUNDING PROVISIONS, Sub-section A. COST OF SERVICES. Paragraph 1**, is hereby deleted and replaced with the following:
 1. "Total cost for goods and services provided by CFSA under this MOU shall not exceed eighty-four thousand seven-hundred twelve dollars and seventy-six cents (\$84,712.76) for Fiscal Year (FY) 2019, as outlined in Attachment A."
- IV. **ATTACHMENT A.** is hereby updated and re-attached hereto.
- V. **Section XI. NOTICE.** CFSA point of contact is hereby deleted and replaced with the following:

Contact person for CFSA:

Brittney Hannah
Supervisory IV-E Planning Advisor
Community Partnership Administration
Child and Family Services Agency
200 I Street, SE
Washington, DC 20003
Phone: (202) 724-3658
Email address: brittney.hannah@dc.gov


Contact person for DHS:

Hilary Cairns
Deputy Administrator, Youth Services Division
Family Services Administration
Parent and Adolescent Support Services
64 New York Avenue, NE, 5th Floor
Washington, DC 20002
Phone: (202) 698-4334
Email address: hilary.cairns@dc.gov

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

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

FOR THE CHILD AND FAMILY SERVICES AGENCY:



Brenda Donald
Director

Date: 6-13-19

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 6/21/19

ATTACHMENT A
COST OF SERVICES UNDER MOU

Personnel (PS): One full-time Case Manager

Salary: \$66,679.00

Fringe: \$16,736.00

Non-Personnel Support (NPS):

Equipment: \$ 1,297.76

Total PS: \$83,415.00

Total NPS: \$ 1,297.76

Total: \$84,712.76

**MODIFICATION NUMBER ONE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
CHILD AND FAMILY SERVICES AGENCY
FOR
FISCAL YEAR 2019**

The Memorandum of Understanding (MOU) dated May 14, 2018 was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), Office of Refugee Resettlement (ORR), the buyer agency, and the Child and Family Services Agency (CFSA), the seller agency, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- I. SECTION I. INTRODUCTION, Paragraph 2 is hereby deleted and replaced with the following:**

"DHS has requested the services of CFSA to provide residential foster and congregate care services for thirty (30) unaccompanied refugee minors (URM) for the period of October 1, 2018 to September 30, 2019. This is a one hundred percent (100%) cost reimbursement MOU, disbursed on a quarterly basis after approval of financial and programmatic reports by the DHS Agency Fiscal Officer and the DCORR."

- II. SECTION II. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES, Paragraph 2, is hereby deleted and replaced with the following:**

"CFSA shall provide residential foster and congregate care services for thirty (30) URM for the period of October 1, 2018 to September 30, 2019, through service providers located in the District. These services and activities shall include the provision of foster care and health care services, social adjustment programs and the development of vocational programs for URM. The number of URM served and the funding associated with this MOU shall be governed by the terms contained within this MOU."

- III. SECTION III. SCOPE OF SERVICES, Sub-section A. RESPONSIBILITIES OF CFSA, Paragraph 2(k), is hereby deleted and replaced with the following:**

"k. Provide an independent living component for up to thirty (30) URM for the period of October 1, 2018 to September 30, 2019, to teach each referred URM to achieve economic, social and personal self-sufficiency in a manner that is appropriate, to his or her individual needs and abilities. The program shall include life skills and community awareness training to assist the youth to maintain independence in the community."

- IV. SECTION IV. DURATION OF MOU, Sub-section A. PERIOD, is hereby deleted and replaced with the following:**

"A. PERIOD

The Period of this MOU shall be October 1, 2018 through September 30, 2019, unless terminated or modified in writing by the Parties prior to expiration."

V. SECTION VI. FUNDING PROVISIONS, Sub-section A. COST OF SERVICES, Paragraphs 1. and 2., are hereby deleted and replaced with the following:

- "1. Total cost for goods and services under this MOU shall not exceed one million six hundred ninety-eight thousand five hundred forty-seven dollars and fifty-nine cents (\$1,698,547.59) for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the goods or services. All costs and expenditures shall not exceed one million six hundred ninety-eight thousand five hundred forty-seven dollars and fifty-nine cents (\$1,698,547.59) for FY 2019. Funding is subject to the availability of FY 2019 funds under the federal Office of Refugee Resettlement grant number 1901DCRCMA.
2. The estimated cost of this MOU is based on the provision of services to be provided to thirty (30) URM in accordance with the terms of the MOU, and during the term of this MOU.

VI. SECTION VI. FUNDING PROVISIONS, Sub-section B. PAYMENT, Paragraph 2., is hereby deleted and replaced with the following:

- "2. CFSA shall submit quarterly reconciliations which shall explain the amounts billed for that period. The reconciliations shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; and (3) overhead costs, provided all costs and expenditures shall not exceed one million six hundred ninety-eight thousand five hundred forty-seven dollars and fifty-nine cents (\$1,698,547.59) for FY 2019."

VII. Attachment A is attached and incorporated by reference to this MOU.

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

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


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: NOV 7 - 2018

FOR THE CHILD AND FAMILY SERVICES AGENCY:



Brenda Donald
Director

Date: 12-10-18



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



PART I
GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Child and Family Services Agency AGENCY CODE: RLD

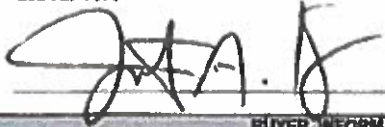
NAME OF CONTACT: Justin Kopca

ADDRESS: 200 I Street, S.E.
Washington, D.C. 20003

TELEPHONE #: 202-727-7676

FAX #: _____

AUTHORIZING OFFICER _____



DATE: 1, 16, 19

BUYER INFORMATION

AGENCY: Department of Human Service AGENCY CODE: JAG

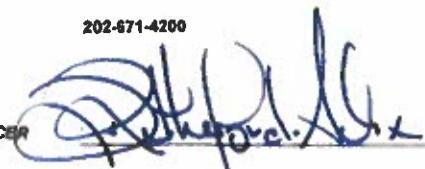
NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20002

TELEPHONE #: 202-671-4200

FAX #: _____

AUTHORIZING OFFICER _____



DATE: 01, 23, 19

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

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


PART I

GENERAL


MOU NUMBER: RM0 - 1903

DATE OF MOU: 10/01/18 - 9/30/19

SELLER INFORMATION

AGENCY: Department of Behavioral Health (DBH) **AGENCY CODE:** RM0
NAME OF CONTACT: Joyce Jeter, Agency Fiscal Officer
ADDRESS : 64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
TELEPHONE # : (202) 671-3211
FAX # : (202) 671-2981
E-mail:
AUTHORIZING OFFICER  **DATE:** 2/11/2019
Joyce Jeter

BUYER INFORMATION

AGENCY: Department of Human Services (DHS) **AGENCY CODE:** JA0
NAME OF CONTACT: Hayden A. Bernard, Agency Fiscal Officer
ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington, DC 20002
TELEPHONE # : (202) 671-4240
FAX # : (202) 442-3246
E-mail:
AUTHORIZING OFFICER  **DATE:** 03 / 01 / 19
Hayden A. Bernard

Total Goods or Services Purchased: \$443,526.63

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF BEHAVIORAL HEALTH
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, and the Department of Behavioral Health (DBH), the seller agency, collectively referred to herein as the "Parties".

DHS is the District agency charged with assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS has two administrations which include ESA and the Family Services Administration (FSA). For purposes of this MOU, ESA is the division that is responsible for eligibility determinations for public assistance programs including, but not limited to, Temporary Assistance to Needy Families (TANF), Medicaid, and the Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamps program.

DBH is the District agency responsible for managing the District's public mental health system. DBH provides prevention, intervention and treatment services and supports for children, youth and adults with mental and/or substance use disorders including emergency psychiatric care and community-based outpatient and residential services. DBH serves eligible adults, children and youth and their families through a network of community-based providers and unique government delivered services.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish the terms and conditions under which the Parties will collaborate and coordinate resources, services, and expertise to better assist TANF customers who need to address and overcome mental health related barriers so they can meaningfully engage in work activities, secure employment and achieve greater degrees of self-sufficiency.

The Parties recognize the need to collaborate and coordinate resources, services, and expertise to better serve TANF customers who face mental health barriers to employment. The immediate collaboration and service coordination focus includes:

- A. Screening TANF customers for mental health disorders;
- B. Conducting an in-depth mental health assessment for those customers screened as likely to have a moderate or severe mental health disorder;
- C. Determining the extent to which the diagnosed mental health illness impacts the TANF customer's ability to engage in work activities;

- D. Recommending treatment options to address the TANF customer's mental health condition(s);**
- E. Making appropriate referrals to specific mental health service providers within the TANF customer's mental health provider network; and**
- F. Quarterly training – with Continuing Education Unit (CEU) potential-- and coaching of DHS case managers so they strengthen their capacity to provide case management services to TANF customers dealing with mental health illnesses.**

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 to:

A. RESPONSIBILITIES OF DHS

DHS shall:

- 1. Appoint an appropriate DHS staff person to be the project co-lead (hereinafter referred to as "DHS lead") to oversee and operate the cross-agency collaboration. The DHS lead will be responsible for ensuring that all DHS activities set forth in this MOU are being executed in a timely manner, and as specified in this MOU and other related documents.**
- 2. Facilitate an Intra-District Standard Request Form to DBH in the amount of four hundred forty-three thousand five hundred twenty-six dollars and sixty-three cents (\$443,526.63) to support the goals of the MOU.**
- 3. Screen all TANF customers for mental health disorders by administering the Kessler Psychological Distress Scale (hereinafter referred to as "K10") instrument as part of the TANF assessment.**
- 4. Recommend all TANF customers who score twenty-five (25) and above on the K10 to undergo an in-depth mental health assessment.**
- 5. Recommend other TANF customers who score twenty-four (24) and below on the K10, on a case-by-case basis at the DHS Assessment Specialist's discretion, to undergo an in-depth mental health assessment.**
- 6. Connect TANF customers with mental health disorders to mental health service providers based on DBH personnel's referrals and recommendations.**
- 7. Coordinate the delivery of services for TANF customers receiving mental health services.**
- 8. Assist those customers who meet the Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED) on the K10 with applying for Supplemental Security Income (SSI) benefits when deemed appropriate.**
- 9. Collaborate with DBH personnel to develop detailed Individual Responsibility Plans (IRP) for TANF customers receiving mental health services. The IRP shall include concrete actions the customer agrees to take in addressing his or her barriers.**
- 10. Interact with DBH personnel on an as-needed basis to discuss specific client cases.**
- 11. Formulate approaches to scale and improve the DHS/DBH collaboration.**

12. Draft a strategic plan within six (6) months of the execution of this MOU, for the delivery of mental health services to TANF customers who are receiving services in accordance with this MOU.
13. Train DBH personnel on using the Customer Assessment, Tracking, and Case History application (CATCH), DHS' case management system, to record the in-depth assessment and upload the assessment document.
14. Make CATCH available for and accessible by DBH personnel.
15. Provide IT/ electronic equipment and space for co-located DBH personnel at the following DHS assessment sites:

Office of Work Opportunity
2100 Martin Luther King, Jr., Avenue, S.E.
Washington, DC 20032

Congress Heights Service Center
4049 South Capitol Street, S.W.
Washington, DC 20020

Fort Davis Service Center
3851 Alabama Avenue, S.E.
Washington, DC 20020

Virginia Williams Family Resource Center
(Inclusive of the Oversight Shelter Sites)
920-A Rhode Island Avenue, N.E.
Washington, DC 20018

16. Monitor all services stated in this MOU and progress of all activities.

IV. RESPONSIBILITIES OF PARTIES

DBH shall:

1. Appoint an appropriate DBH staff person to be the project co-lead (hereinafter referred to as "DBH lead") to oversee and operate the cross-agency collaboration. The DBH lead will be responsible for ensuring that all DBH activities set forth in this MOU are being executed in a timely manner, and as specified in this MOU and other related documents.
2. Use the funds to support the goals of the MOU.
3. Identify four (4) DBH staff (three on-site clinicians and one (1) supervisor) to work at the following DHS assessment sites.

Office of Work Opportunity
2100 Martin Luther King, Jr., Avenue, S.E.
Washington, DC 20032

**Congress Heights Service Center
4049 South Capitol Street, S.W.
Washington, DC 20020**

**Fort Davis Service Center
3851 Alabama Avenue, S.E.
Washington, DC 20020**

**Virginia Williams Family Resource Center
(Inclusive of the Oversight Shelter Sites)
920-A Rhode Island Avenue, N.E.
Washington, DC 20018**

- 4. Conduct an in-depth mental health assessment for TANF customers referred to DBH by DHS.**
- 5. Train the DHS assessment specialists on when to refer TANF customers who score twenty-four (24) and below on the K10, for an in-depth mental health assessment.**
- 6. Record the completion of the assessment, outcomes, recommended treatment options, and suggested mental health service providers in CATCH.**
- 7. Upload the mental health assessment (used by DBH) and documented in CATCH.**
- 8. Train, coach and guide DHS case managers on developing IRP for TANF customers receiving mental health services.**
- 9. Interact with DHS case managers on an as-needed basis to discuss specific client cases.**
- 10. Seek reimbursement of mental health assessment costs from Medicaid, where appropriate.**
- 11. Formulate approaches to scale and improve the DHS/DBH collaboration.**
- 12. Draft a strategic plan within six (6) months of the execution of this MOU, for the delivery of mental health services to TANF customers who are receiving services in accordance to this MOU.**
- 13. Monitor all services stated in this MOU and progress of all activities.**

V. DURATION OF MOU

- A. The period of this MOU shall be from the date of execution through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.**
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. The buyer agency shall provide notice of its intent to renew an option period prior to the expiration of the MOU.**
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.**

VI. AUTHORITY FORMOU

This MOU is authorized in accordance to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (Pub. L. No. 104-193; 42 U.S.C § 601, *et seq.*); D.C. Official Code§ 4-209.04; and D.C. Official Code§ 1-301.01(k).

VII. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total annualized cost for services under this MOU shall not exceed four hundred forty-three thousand five hundred twenty-six dollars and sixty-three cents (\$443,526.63) for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services provided. The services provided are to support four (4) full-time DBH mental health professionals, as defined in the Scope of Services of this MOU.
2. The estimated cost of the MOU is based on the cost of retaining staff.
3. In the event of termination of the MOU, payment to DBH shall be held in abeyance until all required fiscal reconciliation has occurred, but no longer than September 30th of the current fiscal year.

B. PAYMENT

1. Payment for all of the goods and services shall be made through an Intra-District advance by DHS to DBH based on the total amount of this MOU, which shall not exceed four hundred forty-three thousand five hundred twenty-six dollars and sixty-three cents (\$443,526.63) for FY 2019.
2. DBH shall submit quarterly reconciliations to explain the amounts billed for that period. The reconciliations shall include quarterly financial reports to DHS which shall detail the amount of expenditures for that period, provided, all cost and expenditures shall not exceed four hundred forty-three thousand five hundred twenty-six dollars and sixty-three cents (\$443,526.63) for FY 2019.
3. Advances to DBH for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. Any expenditures disallowed by audit, DHS review, or Federal government review, shall be subject to repayment by DBH.
5. DBH shall relieve the advance and bill DHS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DBH will return any excess advance to DHS by September 30th of the current fiscal year.
6. 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 within the Office of the Chief Financial Officer.

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.

VIII. COMPLIANCE AND MONITORING

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

IX. RECORDS AND REPORTS

DBH shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District.

X. CONFIDENTIAL INFORMATION

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

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party.

XII. NOTICE:

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

For DHS:
Anthea Seymour, Administrator
Economic Security Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
(202) 698-3900
Anthea.Seymour@dc.gov

For DBH:
LaQuandra S. Nesbitt, Acting Director
Department of Behavioral Health
64 New York Avenue, N.E., 3rd Floor
Washington, DC 20002
(202) 673-7440
Tanya.Royster@dc.gov

XIII. MODIFICATIONS

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

XIV. PROCUREMENT PRACTICES ACT

If a District agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District to procure the goods or services of the agent or third party.

XV. 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:

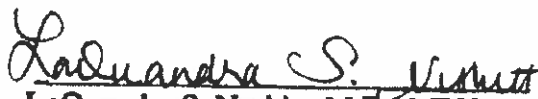
FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

12/13/18
Date

FOR THE DEPARTMENT OF BEHAVIORAL HEALTH:



LaQuandra S. Nesbitt, M.D., MPH
~~Acting Director~~
Interim

^{RA}
~~2~~
12/11/19
Date

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

PART I

GENERAL

MOU NUMBER: SUD-1803

DATE OF MOU: 10/01/18 - 9/30/19

SELLER INFORMATION

AGENCY: Department of Behavioral Health (DBH) AGENCY CODE: RM0

NAME OF CONTACT: Joyce Jeter, Agency Fiscal Officer


ADDRESS: 64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

TELEPHONE #: (202) 671-3211

FAX #: (202) 671-2981

E-mail: joyce.jeter@dc.gov

AUTHORIZING OFFICER


Joyce Jeter

DATE: 2 / 28 / 2019

BUYER INFORMATION

AGENCY: Department of Human Services (DHS) AGENCY CODE: JA0

NAME OF CONTACT: Hayden A. Bernard, Agency Fiscal Officer

ADDRESS: 64 New York Avenue, NE, 4th Floor
Washington, DC 20002

TELEPHONE #: (202) 671-4240

FAX #: (202) 442-3246

E-mail: hayden.bernard@dc.gov

AUTHORIZING OFFICER


for Hayden A. Bernard

DATE: 03 / 01 / 19

Total Goods or Services Purchased: \$284,600.00

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

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF BEHAVIORAL HEALTH
FOR
FISCAL YEAR 2019**

INTRODUCTION

Memorandum of Understanding dated September 28, 2017, was entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), the Buyer, and the Department of Behavioral Health (DBH), Addiction Prevention and Recovery Administration (APRA), the Seller, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- I. SECTION III. SCOPE OF SERVICES: Sub-section A.7. is hereby deleted and replaced with the following:**

"7. Record Keeping Provisions Annual and Monthly Reports

Provide to DHS/ESA monthly reports and an annual report documenting the number of DHS/ESA customers receiving addiction treatment and prevention services and the type of services provided to the customers. The annual report shall be submitted within thirty (30) days of the end of the fiscal year or no later than October 30, 2019."

- II. SECTION VI. DURATION OF MOU is hereby deleted and replaced with the following:**

"VI. DURATION OF MOU

The term of this MOU extends from October 1, 2018 to September 30, 2019. This MOU may be terminated upon a thirty (30) day written notice provided by either party. DHS/ESA and DBH/APRA may extend the term of this MOU in twelve (12) month increments subject to the availability of funds."

- III. SECTION IX. INTRA-DISTRICT FUNDING PROVISIONS: Subsection A. Cost of Services is hereby deleted and replaced with the following:**

A. "Cost of Services

The estimated cost of this MOU shall not exceed six hundred fifty thousand

dollars (\$650,000.00) as reimbursement to DBH for Fiscal Year (FY) 2019. This estimate is based on the provision of services, including costs to implement treatment plans, for approximately two hundred thirty (230) clients in the fiscal year, provided actual costs and expenditures shall not exceed six hundred fifty thousand dollars (\$650,000.00) as reimbursement to DBH for FY 2019.”

V. SECTION XI. EFFECTIVE DATE is hereby deleted and replaced with the following:

“The period of this MOU shall be effective from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration. DBH may extend the term of this MOU in twelve (12) month increments subject to the availability of funds.”

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

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


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

12/11/18
Date

FOR THE DEPARTMENT OF BEHAVIORAL HEALTH:



LaQuandra S. Nesbitt, M.D., MPH
Acting Director
Interim

1/24/2019
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
ECONOMIC SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF BEHAVIORAL HEALTH
ADDICTION PREVENTION AND RECOVERY ADMINISTRATION
FOR
FISCAL YEAR 2017**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), Buyer, and the Department of Behavioral Health (DBH), Addiction Prevention and Recovery Administration (APRA), Seller, collectively referred to herein as the "Parties."

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

DHS/ESA is the District agency mandated to provide Temporary Assistance to Needy Families (TANF) to eligible District residents, which together with social services, health, housing and employment programs shall enable the maximum number of residents and families in the District to become or remain economically self-sufficient. The District has a critical need for substance abuse treatment and prevention services for DHS/ESA customers.

DBH/APRA is the District's Single State Agency (SSA) that provides Alcohol, Tobacco and Other Drug (ATOD) addiction prevention treatment in the District. DBH/APRA is the primary provider of ATOD treatment to indigent, under-insured or uninsured persons in the District with a diagnosis of chemical dependency.

The purpose of this MOU is to facilitate the transfer of funds from DHS/ESA to DBH/APRA to provide DHS/ESA customers with the necessary substance abuse treatment and prevention services that are not provided or reimbursable through Medicaid, such as detoxification, case management and residential per diem and related clinical services. For purposes of this MOU, DHS/ESA customers shall include TANF recipients, Program on Work, Employment and Responsibility (POWER) recipients, and other eligible low-income parents or caretakers of children.

III. SCOPE OF SERVICES

In the performance of the duties and responsibilities under this MOU, DBH/APRA shall function as the representative of DHS/ESA and assumes the duties and responsibilities of DHS/ESA as to protect health information as set out in the Public Assistance Confidentiality of Information Emergency Amendment Act of 2004 (PACIE), effective August 2, 2004 (D.C. Act 15-507, D.C. Register, September 17, 2004, Vol.51 No.38, 8938-8944), as amended. As the representative of DHS/ESA, any records that DBH/APRA shall create or review shall be privileged and

confidential and may only be used or disclosed in accordance with the procedures established by the Act.

A. Responsibilities of DBH/APRA:

DBH/APRA shall:

1. General

- a. Ensure ESA customers are assessed, referred and have access to the appropriate substance abuse and treatment services, to include access to non-Medicaid funded services such as Detoxification, case management and residential per diem and related clinical services, by program for ESA customers referred to DBH/APRA by DHS/ESA.
- b. Ensure that all funds provided under this MOU are used to provide treatment services in accordance with the terms of this MOU, and provide monthly and other required reports to DHS/ESA for payment.

2. Target Population

Ensure all DHS/ESA recipients of TANF, POWER, and other eligible, low-income parents or caretakers of children in need of substance abuse treatment and prevention services are provided such services. It is estimated that approximately two hundred thirty (230) DHS/ESA customers shall receive drug addiction prevention and treatment services under this MOU.

3. Personnel Standards

- a. Employ one trained DBH Program Fiscal Monitor staff that possess adequate training and competence to perform the duties that they have been assigned, and shall maintain documentation to that effect.
- b. Maintain a complete written job description for each position funded, which must be included in the project files and be available for inspection upon request. The job description shall include education, experience and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.
- c. Notify DHS/ESA of any changes in key personnel.

4. Location of Services

Provide drug addiction treatment and prevention services within the District at a DBH provider location, as pre-approved by DBH.

5. Financial Records

Retain a copy of all books, records, documents and other evidence pertaining to costs and expenses to the extent and in such detail as will properly reflect all costs, direct and indirect, labor, materials and equipment, supplies and other items for a three (3) year period. In the case of an audit or investigation, records

shall be maintained until the review has been completed. DBH/APRA agrees to maintain all information as confidential.

6. Repayment of Disallowed Expenditures

Repay to DHS/ESA any expenditures of funds transferred under this MOU that are disallowed by auditors.

7. Record Keeping Provisions Annual and Monthly Reports

Provide to DHS/ESA monthly reports and an annual report documenting the number of DHS/ESA customers receiving addiction treatment and prevention services and the type of services provided to the customers. The annual report shall be submitted within thirty (30) days of the end of the fiscal year or no later than October 30, 2017.

B. Responsibilities of Economic Security Administration

DHS/ESA shall:

1. Transfer funds to DBH/APRA to provide, implement and monitor a comprehensive continuum of substance abuse treatment services for DHS/ESA recipients of TANF, POWER, and other eligible, low- income parents or caretakers of children.
2. Refer an estimated two hundred thirty (230) eligible DHS/ESA customers to DBH/APRA for intake/assessment and placement into an appropriate treatment program.
3. Comply with the PACIE.
4. Facilitate childcare services to DHS/ESA POWER recipients (as appropriate) who are in outpatient treatment services supported through this MOU, contingent upon the availability of resources.

IV. CONFIDENTIALITY AND PRIVILEGED INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with Section 904 of the Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 12-241; D.C. Official Code § 4-209.04), as amended; the Data-Sharing and Information Coordination Amendment Act of 2010 (The Data Sharing Act), effective December 4, 2010 (D.C. Law 18-273; D.C. Official Code § 7-241, *et seq.*), as amended, and accompanying regulations at 29 DCMR §§3000-3099; Mayor's Order 2011-169; the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5), as amended by the HIPAA Omnibus Rule of 2013; and any other relevant federal and local confidentiality statutes, regulations, and policies.

DBH/APRA shall further protect the confidentiality of information in accordance with the following terms and conditions:

- A. Information and records regarding an applicant or recipient provided to or created by DHS/ESA, its representatives, or its employees, in the course of the administration of ESA programs, shall be privileged and confidential and shall only be disclosed.**
- 1. To the applicant, recipient or individual's representative in accordance with the PACIE; or**
 - 2. To a third party, with written authorization signed by the applicant, the recipient or the individual's representative authorizing disclosure of the specific record, or parts of the record.**
- B. Information and records regarding an applicant or recipient provided to or created by DHS/ESA, its representatives, or its employees, in the course of the administration of DHS/ESA programs, shall be privileged and confidential and shall only be disclosed without consent for one of the following purposes, in accordance with D.C. Official Code § 4-209.04(c)(3):**
- 1. To administer DHS/ESA programs;**
 - 2. To aid in any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of DHS/ESA programs;**
 - 3. To administer any federal or federally-assisted program, which provides assistance, in cash or in-kind, or services directly to individuals on the basis of need;**
 - 4. To verify a state employment services agency for the purposes of providing information about a public assistance recipient's eligibility for employer tax credits, except that protected health information shall not be disclosed to such agency;**
 - 5. For an audit or similar activity, such as review of expenditure reports or financial review, conducted in connection with the administration of any public assistance program by any governmental entity which is authorized by law to conduct such audit or activity;**
 - 6. To administer the unemployment compensation program for the District of Columbia or any other state unemployment compensation program, except that protected health information shall not be disclosed to such agency or program;**
 - 7. To report to the Metropolitan Police Department (MPD) information on known or suspected instances of physical or mental injury, sexual abuse, or exploitation, or to report to the appropriate authority charged with investigating such allegations information on known or suspected instances of negligent treatment or maltreatment of a child or vulnerable adult receiving aid under circumstances which indicate that the health or welfare of the child or vulnerable adult is threatened;**
 - 8. To comply with a court order (a subpoena being insufficient) issued by a court of competent jurisdiction to compel disclosure of an applicant's or recipient's record or testimony of any Mayor's representative concerning an applicant or recipient for purposes directly related to the purposes listed above; or**

9. For the purposes of and in accordance with the Data-Sharing and Information Coordination Amendment Act of 2010, effective December 4, 2010, (D.C. Law 18-273; D.C. Official Code § 7-241 *et seq.*; 29 DCMR §§ 3000, *et seq.*) as amended, hereinafter referred to as the "Data-Sharing Act".

V. IMPLEMENTATION PLAN

DHS/ESA and DBH/APRA shall collaborate on the development and preparation of an implementation Plan, within six (6) months of execution of this MOU.

VI. DURATION OF MOU

The term of this MOU extends from October 1, 2016 to September 30, 2017. This MOU may be terminated upon a thirty (30) day written notice provided by either party. DHS/ESA and DBH/APRA may extend the term of this MOU in twelve (12) month increments subject to the availability of funds.

VII. AMENDMENTS/MODIFICATIONS OF TERMS AND CONDITIONS

DHS/ESA and DBH/APRA reserve the right to request modification and/or renegotiation of the terms and conditions of this MOU at any time, in writing and with the agreement and signature of both parties. Modifications to this document shall be incorporated in the form of an amendment dated and signed by the authorized representatives of the DHS/ESA and DBH/APRA. Minor modifications may be made by memorandum to the signatories.

VIII. SPECIAL PROVISIONS FOR TERMINATION OF MOU

DHS/ESA may terminate this MOU on the following grounds:

- A. Lack of funding;
- B. Lack of Congressional approved budget;
- C. Change in applicable law;
- D. Changes in District or federal policy affecting these services; and
- E. Changes in the structure or nature of this program.

IX. INTRA-DISTRICT FUNDING PROVISIONS

A. Cost of Services

The estimated cost of this MOU shall not exceed six hundred fifty thousand dollars and zero cents (\$650,000.00) for Fiscal Year (FY) 2017. This estimate is based on the provision of services, including costs to implement treatment plans, for approximately two hundred thirty (230) DHS/ESA customers in the fiscal year.

B. Payment

1. DHS/ESA shall transfer six hundred fifty thousand dollars and zero cents (\$650,000.00) to DBH/APRA through an Intra-District Budget Modification as invoiced by DBH/APRA and approved by DHS/ESA.

2. DHS/ESA reserves the right to deny payment to DBH/APRA for services not provided pursuant to the terms of the MOU. In the case of a dispute regarding DBH/APRA's expenditures for services provided under this MOU, DHS/ESA shall retain the right to access all relevant DBH/APRA financial documents until the dispute has been resolved to the satisfaction of both parties.

C. Monthly Review

Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided by this MOU shall be reported monthly in the ESA/FRP submission to the Office of Budget and Planning (OBP).

D. Resolution of Disputes

The Directors of DHS/ESA and DBH/APRA or their designees shall resolve all adjustments and/or disputes arising from services provided under this MOU. When the parties cannot resolve a dispute, it shall be referred for a final decision to the D.C. Office of Financial Operations and Systems.

E. Obligations of the Department of Health

1. DBH/APRA shall provide monthly utilization and spending reports to ESA;
2. DBH/APRA shall ensure that the revenues for the services provided are reflected in the budget entry budget line item detail screen and the appropriate accumulators;
3. DBH/APRA shall establish an internal service fund with a corresponding index that ties the fund and agency organizational structure; and
4. DBH/APRA shall provide the projected costs of services provided under this MOU. The details shall be provided on the Intra-District Standard Request Form (ISRF).

F. Obligations of the DHS/ESA

DHS/ESA shall budget for services requested in the MOU.

X. LEGAL AUTHORITY FOR MOU

The authority for this MOU is D.C. Official Code § 1-301.01(k), and any other applicable District and federal laws, regulations, or policies.

XI. EFFECTIVE DATE

This MOU shall be effective October 1, 2016 through September 30, 2017 following execution by the parties.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

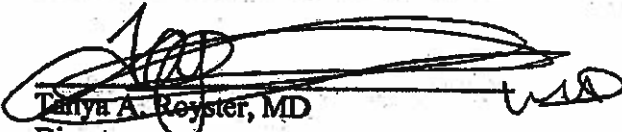


Laura Green Zelling
Director

MAY 19 2017

Date

FOR THE DEPARTMENT OF BEHAVIORAL HEALTH:



Tanya A. Royster, MD
Director

6/7/2017

Date

**MODIFICATION NUMBER ONE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE DEPARTMENT OF BEHAVIORAL HEALTH
FOR
FISCAL YEAR 2018**

I. INTRODUCTION

Memorandum of Understanding dated June 7, 2017, was entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), the Buyer, and the Department of Behavioral Health (DBH), Addiction Prevention and Recovery Administration (APRA), the Seller, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

II. Section III. SCOPE OF SERVICES: Subsection A. Responsibilities of DBH/APRA, Paragraph 7. Record Keeping Provision Annual and Monthly Reports is hereby deleted and replaced with the following:

"A.7. Provide to DHS/ESA monthly reports and an annual report documenting the number of DHS/ESA customers receiving addiction treatment and prevention services and the type of services provided to the customers. The annual report shall be submitted within thirty (30) days of the end of the fiscal year or no later than October 30, 2018."

III. Section VI. DURATION OF MOU is hereby deleted and replaced with the following:

"The term of this MOU extends from October 1, 2017 to September 30, 2018. This MOU may be terminated upon a thirty (30) day written notice provided by either party. DHS/ESA and DBH/APRA may extend the term of this MOU in twelve (12) month increments subject to the availability of funds."

IV. Section IX. INTRA-DISTRICT FUNDING PROVISIONS: Subsection A. Cost of Services is hereby deleted and replaced with the following:

A. "The estimated cost of this MOU shall not exceed six hundred fifty thousand dollars and zero cents (\$650,000.00) as reimbursement to DBH for Fiscal Year (FY) 2018. This estimate is based on the provision of services, including costs to implement treatment plans, for approximately two hundred thirty (230) clients in the fiscal year, provided actual costs and expenditures shall not exceed six hundred fifty thousand dollars and zero cents (\$650,000.00) as reimbursement to DBH for FY 2018."

V. **Section XI. EFFECTIVE DATE** is hereby deleted and replaced with the following:

“The period of this MOU shall be effective from October 1, 2017 through September 30, 2018, unless terminated in writing by the Parties prior to the expiration. DBH may extend the term of this MOU in twelve (12) month increments subject to the availability of funds.”

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

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

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

12/21/17

Date

FOR THE DEPARTMENT OF BEHAVIORAL HEALTH:

Tanya A. Royster, MD
Director

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the Director

MEMORANDUM

TO: Tanya A. Royster
Director
Department of Behavioral Health

FROM: Laura Green Zeilinger *Lu Zeilinger*
Director

DATE: 12/21/17

SUBJECT: Fiscal Year 2018 Modification Number One to the Memorandum of Understanding between the Department of Human Services, Economic Security Administration and the Department of Behavioral Health, Addiction Prevention and Recovery Administration

This memorandum transmits for your review and approval, one (1) original of the above-referenced Fiscal Year (FY) 2018 Modification Number One to the Memorandum of Understanding between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA) and the Department of Behavioral Health (DBH), Addiction Prevention and Recovery Administration (APRA).

The purpose of the original MOU was to facilitate the transfer of funds from DHS/ESA to DBH/APRA to provide DHS/ESA customers with the necessary substance abuse treatment and prevention services that are not provided or reimbursable through Medicaid, such as detoxification, case management and residential per diem and related clinical services. For purposes of the MOU, DHS/ESA customers shall include TANF recipients, Program on Work, Employment and Responsibility (POWER) recipients, and other eligible low-income parents or caretakers of children. The MOU was made pursuant to the Public Assistance Confidentiality of Information Emergency Amendment Act of 2004 (PACIE), effective August 2, 2004 (D.C. Act 15-507, D.C. Register, September 17, 2004, Vol.51 No.38, 8938-8944); D.C. Official Code § 1-301.01(k); and any other applicable District and federal law and regulation.

DHS/ESA now approves Modification Number One to the MOU which is to renew the terms and conditions of the MOU for a one-year term from October 1, 2017 through September 30, 2018. The funding for Modification Number One shall not exceed six hundred fifty thousand dollars and zero cents (\$650,000.00) for FY 2018.

Please sign and return the original to my office. If you have any questions or concerns, please contact Ellen M. Wells, Deputy Administrator, DHS/ESA, at (202) 698-3946 or ellen.wells@dc.gov.

LGZ/mb

Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF BEHAVIORAL HEALTH
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services, the buyer agency (DHS), and the Department of Behavioral Health, the seller agency (DBH), collectively referred to herein as the "Parties."

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA).

For purposes of this MOU, FSA Youth Services Division (YSD) provides integrated services for vulnerable, at-risk youth through various District funded programs including Alternatives to the Court Experience (ACE) which provides comprehensive services to youth formally diverted by the District's juvenile justice entities (Metropolitan Police Department, Office of the Attorney General, and Court Social Services) for truancy and low-level delinquency offenses, the Parent and Adolescent Support Services (PASS) which provides intensive case management and in-home family counseling services to youth who have committed status offenses, namely truancy, running away, and extreme disobedience at home, the Teen Parent Assessment Program which provides services to teen parents receiving Temporary Assistance for Needy Families (TANF) grants, to ensure full participation in their educational programs to move toward self-sufficiency, and Youth Homeless Services which provides coordinated entry and comprehensive services (shelter and transitional housing beds, street outreach, and drop-in centers) to youth aged twenty-four (24) and under who are at risk of or experiencing homelessness.

DBH is the District agency responsible for managing the District's public mental health system. DBH provides prevention, intervention and treatment services and supports for children, youth and adults with mental and/or substance use disorders including emergency psychiatric care and community-based outpatient and residential services. DBH serves eligible adults, children and youth and their families through a network of community-based providers and unique government delivered services.

DBH has requested an intra-district transfer of funds from DHS in the amount of fifteen thousand two hundred dollars (\$15,200.00) to fund the Functional Family Therapy (FFT) training, coaching and site certification, for the DHS FFT team that specializes in the provision of services to families with children who are between the ages of 10-18 to address status-offending behaviors and juvenile delinquency from a relational/family-based perspective. FFT services target adolescents who are experiencing a high level of conflict in the home, exposure to

domestic violence, truancy, curfew violations, running away, and substance abuse. DHS' PASS FFT program specifically targets families who are uninsured or have private insurance. They will be responsible for assessing the treatment needs of referred youth and delivering FFT to assist them in functioning effectively in their homes, schools and communities.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish FFT training for the expansion of the DHS FFT team. This MOU also establishes funding for the expected costs for contracting with the FFT Training entity to conduct on-site FFT training for the new hires on the FFT team for the period March 18, 2019 through September 30, 2019.

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 DBH

DBH shall:

1. Serve as the lead agency for the contract with the FFT Training entity and shall exercise full responsibility for managing the procurement and shall serve as the lead agency with respect to contract management;
2. Facilitate and coordinate all training activities for the DHS FFT team; and,
3. Provide on-going technical assistance, training, and coaching in the FFT evidence-based practices to build the DHS FFT team's competency and capacity to offer these services to children, youth, and families served.

B. RESPONSIBILITIES OF DHS

DHS shall:

1. Transfer funding in the amount of fifteen thousand two hundred dollars (\$15,200.00) to DBH on or before April 29, 2019;
2. Name a senior manager to serve as the agency designee to work in collaboration with DBH to:
 - a. Participate in FFT data discussion and training planning sessions;
 - b. Participate in Quarterly FFT meetings with other FFT providers; and
 - c. Monitor and evaluate the effectiveness of service delivery of FFT.
3. Provide monthly Community-Based Intervention (CBI) capacity reports.
4. Participate in Quarterly conference calls to discuss Tri-Yearly Performance Evaluation (TYPE) Reports with DBH, Evidence Based Associates, and FFT Inc.

IV. DURATION OF MOU

- A. The period of this MOU shall be from the date of execution, through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DHS shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. Total cost for services under this MOU shall not exceed fifteen thousand two hundred dollars (\$15,200.00) in Fiscal Year 2019. Funding required shall not exceed the actual cost of the goods or services, provided all costs and expenditures shall not exceed fifteen thousand two hundred dollars (\$15,200.00) in Fiscal Year 2019.
- 2. In the event of termination of the MOU, payment to DBH shall be held in advance until all required fiscal reconciliation, but not longer than September 30th of the current fiscal year.

B. PAYMENT

- 1. Payment for all of the goods and services shall be made through Intra-District transfer by DHS to DBH in the amount of fifteen thousand two hundred dollars (\$15,200.00).
- 2. DBH shall submit to DHS a copy of payments made by DBH to the FFT Training entity, which will identify the number of staff trained and delivery of FFT services.
- 3. Advances to DBH for the services to be performed shall not exceed the amount of this MOU, fifteen thousand two hundred dollars (\$15,200.00).
- 4. DBH shall use funds transferred through the Intra-District advance only for those goods or services actually provided pursuant to the terms of this MOU. DBH shall return any excess or unspent funds to DHS by September 30th of the current fiscal year.

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

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, the seller agency shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DBH shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU shall 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 DBH.

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

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

For DHS:

James M. Ballard, III, Ph.D.
Clinical Director
Family Services Administration
Department of Human Services
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 442-7019
Email address: james.ballard2@dc.gov

For DBH:

Amina Smith
CBI Coordinator
Specialty Care Division
Department of Behavioral Health
64 New York Avenue, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 673-7758
Email address: amina.smith@dc.gov

XII. MODIFICATIONS

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

XIII. MISCELLANEOUS

A. APPLICABLE LAWS

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

B. NO RIGHTS CREATED

This MOU shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any matter, administrative, civil or criminal.

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


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date 5/21/19

FOR THE DEPARTMENT OF BEHAVIORAL HEALTH:



Barbara J. Bazron, Ph.D.
Acting Director

Date 5.21.19

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

PART I

GENERAL

MOU NUMBER: SUD-1805

DATE OF MOU: 10/01/18 - 9/30/19

SELLER INFORMATION

AGENCY: Department of Behavioral Health (DBH) AGENCY CODE: RM0

NAME OF CONTACT: Joyce Jeter, Agency Fiscal Officer

ADDRESS : 64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

TELEPHONE # : (202) 671-3211

FAX # : (202) 671-2981

E-mail: joyce.jeter@dc.gov

AUTHORIZING OFFICER

 DATE: 7/16/19
Joyce Jeter

BUYER INFORMATION

AGENCY: Department of Human Services (DHS) AGENCY CODE: JA0

NAME OF CONTACT: Hayden A. Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington, DC 20002

TELEPHONE # : (202) 671-4240

FAX # : (202) 442-3246

E-mail: hayden.bernard@dc.gov

AUTHORIZING OFFICER

 DATE: 7/18/19
Hayden A. Bernard

Total Goods or Services Purchased: \$15,200.00

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

S502 V2.1 PRD DISTRICT OF COLUMBIA R*STARS 2.1 07/18/19 03:55 PM
LINK TO: _____ BATCH BALANCING DSNF

BATCH AGENCY: JAO
BATCH DATE: 071819
BATCH TYPE: 4
BATCH NUMBER: 175

BATCH BALANCING:
ENTERED COUNT: 00002 ENTERED AMOUNT: 00000030400.00
COMPUTED COUNT: 00002 COMPUTED AMOUNT: 00000030400.00

PAYMENT DIST TYPE:
DISB METH IND:
USER ID: R6JACW9 CRYSTAL WHITTAKER
USER CLASS: 31

THIS BATCH IS BALANCED...PLEASE SELECT APPROPRIATE ACTION
F1-HELP F2-RECALL BATCH F3-DEL HDR F6-RELEASE F7-DETAILS F8-DOC TRK
F9-INTERRUPT F10-HOLD F11-HDR ENTRY F12-HEADERS CLEAR-EXIT

S520 V2.1 PRD DISTRICT OF COLUMBIA R*STARS 2.1 07/18/19 03:55 PM
LINK TO: VIEW A BATCH DSNF

BATCH ID: AGENCY JAO DATE 071819 TYPE 4 NO 175 SEQUENCE 00001
MODE EDIT & POST EFF DATE 071819 STATUS H PRINTER ID:

S	P	SEQ	CUR DOC/SFX	REF DOC/SFX	M	AGY	TC	INDEX	PCA	AY	AMOUNT	R
-		00001	IDRMOCRW 001			RM0	441	19767	6921I	19	15200.00	
-		00002	IDRMOCRW 002			JAO	440	APAPS	FAP10	19	15200.00	

ENTERED COUNT: 00000 ENTERED AMOUNT: 00000000000.00
COMPUTED COUNT: 00002 COMPUTED AMOUNT: 00000030400.00
NO MORE DETAILS IN THIS BATCH

F1-HELP F2-SELECT F4-PRINT F5-NEXT PAGE F6-BALANCING F8-DOC TRACK
F9-INTERRUPT F11-CORRECT BATCH F12-HEADERS ENTER-FIRST PAGE CLEAR-EXIT



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF HUMAN RESOURCES
FOR FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department of Human Services (“DHS” or “Buyer”) and the District of Columbia Department of Human Resources (“DCHR” or “Seller”), collectively the “Parties.”

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2016 Repl.), and any other applicable District and federal laws, regulations, and policies.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DCHR administers the Capital City Fellows Program (“CCFP”), a program which provides participants (“Fellows”) with unique opportunities to work on a wide range of practical and developmental projects alongside leading professionals and practitioners. Upon completion of the CCFP, Fellows will be able to readily apply these experiences to their future challenges and pursuits.

The Buyer wishes to utilize two (2) of the CCFP Fellows to further its mission, goals and objectives, and provide quality service to the residents of the District of Columbia.

Accordingly, the Buyer and Seller are partnering in an effort to administer and execute a CCFP to jointly provide Master’s and Law Degree students an opportunity to work on a wide range of practical and developmental projects.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

Through the duration of this MOU, DCHR shall provide the following services:

1. A comprehensive process for the recruitment, assessment and identification of potential program candidates;

2. Provide the Buyer with two (2) Fellow(s) for the twelve (12) month fellowship, which will be broken up into two (2) six-month rotations;
3. A learning and development program for Fellows, which includes orientation, workforce development courses, seminars facilitated by guest speakers, engagement activities with leaders of agencies and emerging leaders program participants and alumni, and work that requires Fellows to perform at a Graduate degree level; and
4. As needed, reasonable program guidance to the Buyer in support of the selected Fellows.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the above services, DHS shall:

1. Provide the funding outlined in this MOU to support two (2) Fellow(s) for the Capital City Fellows Program; and
2. As necessary, provide required information and support to DCHR and other host agencies of CCFP Fellows.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one (1) one-year option period. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DHS shall provide DCHR with written notice of its intent to exercise an option period sixty (60) days prior to the expiration of the MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. DHS shall pay the total cost for the goods and services of the CCFP Fellow(s) provided by DCHR, which includes salary and fringe benefits. The total cost for the goods and services under this MOU shall not exceed One Hundred Forty-Nine Thousand Nine Hundred Eleven Dollars and Forty Cents (\$149,911.40) from October 1, 2018 through September 30, 2019.
2. Salary: \$61,844.64 x two (2) Fellow(s) = \$123,689.28
3. Fringe Benefits: \$13,111.06 x two (2) Fellow(s) = \$26,222.12

4. Funding for goods and services shall not exceed the actual cost of the goods and services provided, including labor, materials and overhead.
5. Total cost is One Hundred Forty-Nine Thousand Nine Hundred Eleven Dollars and Forty Cents (\$149,911.40).

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by DHS to DCHR based on the total amount of this MOU.
2. Pursuant to the Financial Review Process ("FRP") mandated by the Office of the Chief Financial Officer, all services provided through Intra-District funding shall be reported monthly in the DHS's FRP submission to the Office of Budget and Planning.
3. Advances to DCHR for the services to be performed and goods to be provided shall not exceed the total amount of this MOU (\$149,911.40).
4. DCHR shall receive the advance and bill DHS through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall notify DHS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DCHR shall return any excess advance to DHS within thirty (30) days of the end of the 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 (2015 Repl. & 2017 Supp.); (iii) D.C. Official Code § 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

DCHR will be subject to scheduled and unscheduled monitoring reviews of the CCFP by DHS to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

DCHR shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the request of DHS or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DHS or the relevant District of Columbia government agency in its sole discretion.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, DCHR shall return any unused funds after all required fiscal reconciliation, but not later than September 30th of the current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

DEPARTMENT OF HUMAN SERVICES

Sharon Kershbaum
Chief Administrative Officer
Department of Human Services
64 New York Ave, NE
Washington, DC 20002
202-671-4332

Department of Human Resources

Cheryl Robertson
Supervisory Human Resources Specialist (HR Development)
1015 Half Street, SE, 9th Floor
Washington DC 20003
202-442-9624

XIII. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*)(2016 Repl.) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES

The Directors for DHS and DCHR, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems, in writing, for final resolution.

XV. CONFIDENTIAL INFORMATION

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

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

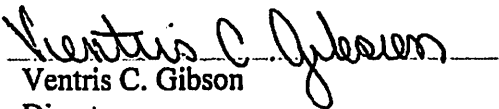
DEPARTMENT OF HUMAN SERVICES



Laura Zeilinger
Director

2/13/18
Date

D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson
Director

10-22-18
Date

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

PART I
GENERAL

MOU NUMBER: _____ DATE OF MOU: ___/___/___

SELLER INFORMATION

AGENCY: D.C. Department of Human Resources AGENCY CODE: BE0

NAME OF CONTACT: James Hurley - Agency Fiscal Officer

ADDRESS : 441 4th Street N.W. Siute 890 N.
Washington, DC 20001

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER *for [Signature]* DATE: 10/30/18

BUYER INFORMATION

AGENCY: Department of Human Services AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard - AF0

ADDRESS : 64 New York Ave, NE, 6th Floor
Washington, DC 20002

TELEPHONE # : 202 - 671 - 4240

FAX # : _____

AUTHORIZING OFFICER *D Rutherford-Felix* DATE: 04 / 12 / 19

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ Provide Capital City Fellows

~~\$ 119,911.10~~ \$37,447.85

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BEO	19	0001	0700	JAC19	32000	4600	4600		JACA19 - 01
Buyer	JA0	19	5000	0100	ASOSG	HHC77	0409	0409		

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: \$37,477.85

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER	BEO	19	0001	0700	JAC19	32000	4600	4600		JACA19-01
BUYER	JA0	19	2000	8200	TMDE9	TE115	0409	0409	99AFTF/19	

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER							4600			
BUYER										

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER							4600			
BUYER										



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES
AND
DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES
FOR
FISCAL YEAR 2019

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of Human Services (DHS or Buyer) and the District of Columbia Department of Human Resources (DCHR or Seller), collectively known as the "Parties," and individually as a "Party."

II. PROGRAM GOALS AND OBJECTIVES

The objective of this MOU is to allow DCHR to provide DHS with executive level learning and development opportunities for DHS's senior-level employees ("Senior-Level Employees") and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level Employees, hereafter referred to as the Executive Leadership Program. The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services that will be rendered to DHS in FY2019.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF THE SELLER

In pursuit of the described objectives, DCHR shall:

1. Provide and/or procure instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program for Senior-Level Employees; and
2. Upon completion of the Executive Leadership Program, update the records for participating employees to reflect the completed training programs that each employee attended.

B. RESPONSIBILITIES OF THE BUYER

In support of the above services, OHS shall:

1. Reimburse DCHR for all costs associated with instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program; and
2. Provide DCHR, or ensure OHS employees provide DCHR, all documentation reasonably necessary to carry out its responsibilities under this MOU.

IV. DURATION OF THIS MOU

- A. The period of this MOU shall be from October 1, 2018 through September 30, 2019 unless terminated in accordance with Section XI prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. OHS shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial term of this MOU.
- C. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k) (2016 Repl.).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed twelve thousand five hundred dollars (\$12,500.00) for Fiscal Year 2019.

2. The total cost of the goods and services is determined by multiplying the cost of the learning and development program (\$12,500.00) by the number of participants (one) from OHS. Funding for goods and services shall not exceed the actual cost of the goods and services provided.

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by DHS to DCHR based on the total amount of this MOU.
2. DCHR shall receive the advance and bill OHS through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall notify OHS within thirty (30) days of the end of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DCHR shall return any excess advance to OHS within thirty (30) days after the end of the current fiscal year.
3. OHS shall report all services received under this MOU in its monthly Financial Review Process ("FRP") report to the Office of Budget and Planning of the District of Columbia Office of the Chief Financial Officer.
4. Advances to DCHR for the services to be performed and goods to be provided shall not exceed the amount of this MOU (\$12,500.00) in Fiscal Year 2019.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.); (iii) D.C. Official Code §§ 1-206.03(e) and 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

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

IX. RECORDS AND REPORTS

DCHR shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the request of OHS or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of OHS or the relevant District of Columbia government agency.

X. CONFIDENTIAL INFORMATION

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

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving fifteen (15) calendar days advance written notice to the other Party. In the event of the tennination of this MOU, the Seller shall return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XII. NOTICES

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

Buyer Contact:

Laura Green Zeilinger. Director
District of Columbia Department of Human Services
64 New York Avenue, N E 6th Floor Washington, D C 20002
(202) 671-4200

Seller Contact:

Olutosin Burrell, H R Specialist, Center for Learning & Development
District of Columbia Department of Human Resources
1015 Half Street, 9th Floor S E Washington, D C 20003
(202) 442-9700

XIII. AMENDMENTS AND MODIFICATIONS

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

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated, and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

XV. PROCUREMENT PRACTICES REFORM ACT


If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent, contractor, consultant or other third party to provide any of the goods or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01, *et seq.*) (2016 Repl.) to procure the goods or services.

XVI. RESOLUTION OF DISPUTES

The Parties' Directors, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred, in writing, to the Office of Financial Operations and Systems (OFOS) of the District of Columbia Office of the Chief Financial Officer. The decision of OFOS shall be final.

THE PARTIES hereto have executed this MOU as follows:

FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES



Laura Green Zeilinger
Director

8/1/19

Date

DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson
Director

Date

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

PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 10/1/2018

SELLER INFORMATION

AGENCY: D.C. Department of Human Resources

AGENCY CODE: BE0

NAME OF CONTACT: James Hurley - Agency Fiscal Officer

ADDRESS : 441 4th Street NW, Suite 890N

Washington, DC 20001

TELEPHONE # : 202-727-3605

FAX # : _____

AUTHORIZING OFFICER *James M. Hurley*

DATE: 3 / 6 / 19

BUYER INFORMATION

AGENCY: D.C. Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard - Agency Fiscal Officer

ADDRESS : 64 New York Avenue NE, 6th Floor

Washington DC 20001

TELEPHONE # : 202-671-4240

FAX # : _____

AUTHORIZING OFFICER *D Rutherford Felix*

DATE: 04 / 12 / 19

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

The logo for the District of Columbia Department of Human Resources (dchr) is located in the top left corner. It consists of a red triangle pointing to the right, followed by the lowercase letters "dchr" in a blue, sans-serif font. The background of the top right portion of the page is a large, dark blue triangle pointing to the right, with a grey triangle pointing to the left, creating a central white space.

dchr

D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between the District of Columbia
Department of Human Services and
Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Department of Human Services (DHS) is the District agency charged with assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS has two administrations which includes the Economic Security Administration (EAS) and the Family Services Administration (FSA). ESA makes eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as the Food Stamps Program, and Temporary Assistance to Needy Families (TANF) benefits. FSA is provides protection, intervention and social services to meet the needs of vulnerable individuals and families, including but not limited to, Homeless Services and Adult Protective Services (APS). DHS employs Case Managers, Social Workers, Vocational Development Specialists, Social Service Representatives, Program Managers, Community Liaisons, and Social Services Assistants into permanent and term positions, who assist the agency providing the services listed above.

DCHR is the District agency with personnel authority for agencies under the authority of the District Mayor. DCHR administers the suitability screening process, which assesses whether all employees and workers are suitable for District employment. DCHR shall provide DHS with suitability related screening services for its appointees, candidates, employees, and volunteers who are subject to enhanced suitability screenings (ESS). The objective of the suitability screenings is to determine whether each specific candidate, employee, or volunteer is suitable for District employment consistent with Title 6B, Chapter 4, of the District of Columbia Municipal Regulations (DCMR).

III. SCOPE OF SERVICES

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

A. Responsibilities of the Seller

1. The Seller shall provide suitability screening services for the Buyer that are conducted in a manner consistent with prevailing District and federal law for each of the Buyer's appointees, employees, and volunteers who are subject to suitability screenings. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) below.

2. For each appointee, candidate, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with 6B DCMR §400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.
3. Appointees, candidates, employees and volunteers providing legal services within the DHS Office of the General Counsel (OGC) are excluded from the requirements of this MOU.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **seven thousand three hundred fifty two dollars and twenty five cents (\$7,352.25)** for the services indicated in the chart in Section VI (A)(3) below.
2. The Buyer shall provide, and ensure the Seller receives, all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU.
3. The Buyer agrees to be bound by the provisions contained in 6B DCMR §400 *et seq.* Moreover, the Buyer agrees that for purposes of that chapter, the Seller serves as the Program Administrator.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2018, through September 30, 2019, unless terminated in accordance with Section XI prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) option period. The option period may consist of a year, a fraction thereof, or multiple successive fractions of a year. The Buyer shall provide notice to the Seller of its intent to renew an option period prior to the expiration of this MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's notice of intent for Fiscal Year 2020 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$7,352.25.

V. AUTHORITY FOR MOU

This MOU is authorized by D.C. Official Code § 1-301.01(k) (2016 Repl.) and any other applicable District and federal laws and regulations. The MOU is entered into to carry out the provisions of 6B DCMR §400 *et seq.*.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed **seven thousand three hundred fifty two dollars and twenty five cents (\$7,352.25)** for Fiscal Year 2019. Funding for services shall not exceed the actual cost of the goods and services.
2. The estimated cost of this MOU is based upon the projected service costs outlined in the table below. These projections are only estimates and do not account for all suitability services that may be provided under this MOU. For example, the Buyer may request weekend service collections which may result in overtime fees. However, the total resulting service cost shall not exceed the maximum amount of this MOU established in subsection (A)(1) above, seven thousand three hundred fifty two dollars and twenty five cents (\$7,352.25).
3. In the event a Party terminates this MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but no later than September 30th of the current fiscal year.

COST OF SERVICES					
Agency Population: 987					
DHS	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	13	13	13	
	Protection	45	45	45	
	Security	150			150
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.083					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	17	4		12
	Recerts/Randoms	95	5	1	
	Total Projected	112	9	1	12
Projected Cost of Services					
	Type of Cost	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Service Cost	Unit Cost	\$30.00	\$44.50	\$34.00	\$10.00
	Personnel Cost	\$28.49	\$27.43	\$0.00	\$0.00
	Subtotal	\$58.49	\$71.93	\$34.00	\$10.00

COST OF SERVICES						
Agency Population: 987						
DHS	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks	
	Total Projected	x 112	x 9	x 1	x 12	
	Total Cost	\$6,550.88	\$647.37	\$34.00	\$120.00	
	Grand Total	\$7,352.25				

B. PAYMENT

1. Payment for the services described shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU, seven thousand three hundred fifty two dollars and twenty five cents (\$7,352.25).
2. Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer (OCFO), all services provided through Intra-District funding shall be reported monthly in the Department of Human Services' FRP submission to the Office of Budget and Planning (OBP).
3. The Seller shall submit quarterly reconciliations that shall include the amounts billed for that period. The invoices shall include: (1) a list of services and their costs; and, (2) a list of labor costs including hourly rates for all laborers.
4. Advances to the Seller for the services to be performed shall not exceed the amount of this MOU, seven thousand three hundred fifty two dollars and twenty five cents (\$7,352.25).
5. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer at least thirty calendar (30) days prior to the end of the current fiscal year.
6. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems (OFOS), within the OCFO in writing, for final resolution.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351 and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code); and (ii) the District of Columbia Anti-Deficiency Act of 2002,

effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended; as the foregoing statutes may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

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

If the services of an agent, contractor, consultant or other third party will be utilized to execute the responsibilities of the Seller, as described in this MOU, the Parties shall abide by the provisions of the District Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) (2016 Repl.) to procure those services.

IX. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the request of the Department of Human Services or another District government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of the Buyer and other officials as may be specified by the District.

X. CONFIDENTIAL INFORMATION

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

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party. In the event of termination of this MOU, the Seller will conclude any previously-requested suitability services and bill the Buyer accordingly.

XII. NOTICE

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

For DCHR (the Seller):

Justin Zimmerman, Esq., Associate Director

Policy and Compliance Administration
1015 Half Street, SE, Washington, DC 20003
(202) 727-1568

For Department of Human Services (the Buyer):
Keisha Hawkins, Human Resources Officer
Department of Human Services
64 New York Avenue, N.E., 6th Floor, Washington, DC 20002
(202) 671-4200

XIII. AMENDMENTS OR MODIFICATIONS


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

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be governed by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

The Parties hereto have executed this MOU as follows:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger,
Director

2/20/19

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES:



Ventriss C. Gibson, Director

03/04/2019

Date

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

PART I
GENERAL

MOU NUMBER: _____ DATE OF MOU: ___/___/___

BUYER INFORMATION

AGENCY: D.C. Department of Human Services AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard - Agency Fiscal Officer

ADDRESS : 64 New York Avenue, NE, 6th Floor
Washington, DC 20001

TELEPHONE # : 202-671 - 4240

FAX # : (202) _____

AUTHORIZING OFFICER D Rutherford-Felix DATE: 04 / 12 / 19

SELLER INFORMATION

AGENCY: D.C. Department of Human Resources AGENCY CODE: BE0

NAME OF CONTACT: James Hurley - AF0

ADDRESS : 441 4th street, NW Suite 890 North
Washington, DC 20001

TELEPHONE # : 202 - 727 - 3605

FAX # : _____

AUTHORIZING OFFICER James M. Hurley DATE: 3 / 13 / 19

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

~~7,052.25~~ \$6,132.77

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BE0	19	00001	0700	JABE9	45100	4600	4600		JABE19-01
Buyer	JA0	19	5000	0100	ASOSG	HHC77	0409	0409		

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: \$1,219.48

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BE0	19	00001	0700	JABE9	45100	4600	4600		JABE19-01
Buyer	JA0	19	5000	0100	AHPSS	HHC61	0409	0409		

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER							4600			
BUYER										

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER							4600			
BUYER										

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

PART I
GENERAL

MOU NUMBER: FY19 New Heights DATE OF MOU: 21-Jun-19

SELLER INFORMATION

AGENCY: District of Columbia Public Schools AGENCY CODE: GA0
NAME OF CONTACT: Diana Bruce, Director of Health and Wellness, Office of Equity
ADDRESS : 1200 First Street, NE, 11th Floor
Washington, D.C. 20002
TELEPHONE # : (202) 442-5103
FAX # : _____
AUTHORIZING OFFICER Kevin Appleton, AFO DATE: 7.9.19

BUYER INFORMATION

AGENCY: Department of Human Services AGENCY CODE: JA0
NAME OF CONTACT: Hayden Bernard, AFO
ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington, D.C. 20002
TELEPHONE # : (202) 671-4240
FAX # : _____
AUTHORIZING OFFICER Hayden Bernard, AFO DATE: 07.18.19

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), the Buyer, and the District of Columbia Public Schools (DCPS), the Seller, collectively referred to herein as the "Parties."

DHS has requested the services of DCPS to assist up to two hundred fifty (250) expectant parents and parenting youth attending DCPS with case management services to address the unique academic and developmental issues confronting young expectant parents and parenting youth, and to assist in reducing the incidence of repeated pregnancies.

II. OVERVIEW PROGRAM GOALS AND OBJECTIVES

The District has a need to provide support services for expectant parents and parenting youth (hereinafter referred to as "Eligible Participants") to assist them to stay in school through graduation. In order to do this, DHS seeks to obtain the services of DCPS to operate the "New Heights" program (the program). The services provided through the program include, but are not limited to: referral to education/training programs, case management, referral services, and educational workshops. Case management includes supportive services such as: child-care assistance, referral for counseling for substance abuse, and counseling to support progress in program activities and academics. DCPS shall operate the program to provide the services indicated in this MOU to assist registered DCPS middle and high school students who are expecting or parenting.

III. SCOPE OF SERVICES

A. Responsibilities of DCPS

DCPS shall:

1. Undertake outreach for the purpose of identifying Eligible Participants in the target group who are not known to DHS. For the purposes of this MOU, the term outreach shall mean the recruitment methods used to identify Eligible Participants.
2. Enroll up to two hundred fifty (250) Eligible Participants in program services, including but not limited to, workshops, access to daycare resources, tutoring, medical leave/ Home Hospital Instruction Program, incentive programs for

- attendance, participation, citizenship and social service information to assist with employment/training, housing, legal and medical support.
3. Administer intake interviews and other identified assessment tools (i.e. Child and Adolescent Functional Assessment Scale (CAFAS)) activities for identified Eligible Participants.
 4. Provide case management support services to Eligible Participants who are DCPS students in order to help them succeed in school. Through case management, the program staff members shall provide such services as parenting and life-skills workshops, academic support, baby supplies, and referrals for local community/government services (ex. child care subsidy services).
 5. Coordinate the provision of additional case management services such as housing, medical support and legal assistance to students through collaborating with community-based partners.
 6. Ensure Eligible Participants under the age of eighteen (18) are placed in DCPS schools where they are able to enroll in courses reasonably expected to resulting a high school diploma before turning the age of twenty-one (20). DCPS schools where they may enroll in courses reasonably expected to result in a high school diploma by the age of twenty-one (21).
 7. Monitor and support Eligible Participants at all stages of the program by building relationships with social services providers, faculty and administration at both the Eligible Participants' schools and other DCPS schools as needed. Assist Eligible Participants with community-based organizations to provide services for participants who are enrolled and advocate on their behalf. (Please see Attachment B and B1, hereto attached and incorporated by reference, for a recent sample of Community-Based Organizations (CBO) referrals made by the program. Nothing in this MOU commits DCPS to making future referrals to any organization referenced in Attachment B and B1.)
 8. Provide reports to DHS on the progress of Eligible Participants, on a monthly basis, in quantitative and qualitative form, as mutually agreed upon by the Parties.
 9. Collaborate with community-based partners and other District agencies such as universities, technical institutes, recreation programs and child care organizations to assist with operating the program.

B. Responsibilities of DHS

DHS shall:

1. Educate Eligible Participants that come to DHS' attention on the program and refer self-referrals, community organizations, and administrative staff of the District of Columbia Public/Charter school them to the New Heights program referral process.
2. Inform DHS grantees and contractors of the program and ensure they are aware of the referral process
3. Provide funding of up to one million dollars (\$1,000,000.00) to the program as specified in this MOU.

C. Target Population

The target population includes expectant parents and parenting youth attending DCPS who are reasonably expected to graduate from high school by the age twenty-one (21).

D. Personnel Standards

1. DCPS shall use established and applicable District personnel procedures and documentation for hiring all program employees and such documentation shall be provided to DHS upon request.
2. All program employees shall meet established and applicable District requirements for the position in which they are hired including criminal records background checks and drug and alcohol screenings for each staff member who is in a safety sensitive position, or who provides direct services to children or youth. In addition, each Grantee staff member who is responsible for transporting children or youth shall be subject to a traffic records check and drug and alcohol screening. The Grantee shall maintain a record of the results for each employee along with the written job descriptions for all positions shall be available for review by DHS if requested.

E. Location of Services

1. All services shall be delivered in DCPS sites. During Fiscal Year (FY) 2019, the program shall operate at high school sites including, but not limited to: Anacostia, Ballou, Cardozo, Coolidge, Columbia Heights EC, Dunbar, Luke C Moore, Roosevelt, Roosevelt STAY, Washington Metropolitan, Wilson, and Woodson.
2. Collaborate with District of Columbia Charter School Board to offer trainings and technical assistance for school staff to support and provide services to expectant parents and parenting youth attending charter schools.

F. Financial Recordkeeping

1. DCPS shall retain copies of all books, records, documents and other evidence pertaining to costs and expenses to the extent and in such detail as shall properly reflect all costs, direct and indirect, labor, materials, equipment, supplies and other items for a period of four (4) years, except in the case of an audit or investigation, in which case records shall be retained until the review has been completed. DCPS agrees to maintain all information as confidential.
2. DCPS shall return to DHS any funds denied or disallowed pursuant to an audit or investigation, provided such funds have not already been committed or expended.
3. DCPS shall provide an annual report to DHS which details the expenditure of funds. This report shall be submitted within thirty (30) days of the end of the fiscal year.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2018 through September 30, 2019. Renewals and modifications between DHS and DCPS may support new and additional activities and must be agreed upon in writing.
- B. DHS and DCPS may extend the term of this MOU by exercising a maximum of four (4), one (1) year option periods. The total term of this MOU, including the exercise of any option clause, shall not exceed five (5) years. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. The parties shall provide thirty (30) days written notice of the intent to renew the option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2014 Repl.); Title IV, Part A ("Block Grants to States for Temporary Assistance for Needy Families") of the Social Security Act of 1935, as amended (Pub. L. No. 72-271; 42 U.S.C. § 601 *et seq.*); and any other applicable District and federal laws and regulations.

VI. MODIFICATIONS OF TERMS AND CONDITIONS

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

VII. SPECIAL PROVISIONS FOR TERMINATION OF MOU

- A. DHS and DCPS may terminate this MOU on the following grounds:
 - 1. Lacking of funding;
 - 2. Lack of a congressionally approved budget;
 - 3. Changes in applicable law;
 - 4. Changes in District of federal policy affecting these services;
 - 5. Changes in the structure or nature of this program;
 - 6. Elimination of this program or service;
 - 7. Failure of DCPS to follow District laws, rules, or regulations; and/or
 - 8. Failure of DCPS to meet the terms of this MOU.
- B. DHS may terminate this Agreement upon sixty (60) days written notification to DCPS for any of the reasons stated in Section VII. A., above provided however, that DHS shall include in such notice: (1) a full description of the basis for termination; (2) instructions for correcting the deficiency or failure that is the basis for termination, which may include a request for a written corrective action plan; and (3) a minimum thirty (30) day cure period to correct the problem. Delivery of this written notification shall be hand-delivered and evidenced by a signature on the delivery receipt. If DCPS fails to remedy the problem within the specified cure period, DHS may terminate this MOU by providing a final notice of termination to

DCPS which shall be effective as of sixty (60) days from the date of the initial termination notice or as of the date the cure period expires, whichever is later.

- C. Either party may terminate this MOU, in whole or in part, upon thirty (30) calendar days advance, written notice to the other party. In the event of termination of the MOU, payment to DHS shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30, 2019.

VIII. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for goods and services under this MOU shall not exceed **one million dollars (\$1,000,000.00)** for FY 2019 which includes a ten percent (10%) limit for DCPS administrative costs of **one hundred thousand dollars (\$100,000.00)**, provided that all costs and expenditures shall not exceed **one million dollars (\$1,000,000.00)**. **One million dollars (\$1,000,000.00)** is the estimated value of the services and materials to be provided by DCPS, including costs to implement plans for up to two hundred fifty (250) Eligible Participants in the FY 2019.
2. Funding for the services shall not exceed the actual cost of the goods and services including labor, materials and reasonable overhead; provided, all costs and expenditures shall not exceed **one million dollars (\$1,000,000.00)**. The actual cost of the goods and services is budgeted, in accordance with Attachment A (hereto attached and incorporated by reference), for salaries (\$780,400.00), benefits (\$149,000.00), supplies (\$30,000.00), contracts (\$25,000.00), and professional services (\$15,600.00), provided, all costs and expenditures shall not exceed **one million dollars (\$1,000,000.00)** for FY 2019.
3. DHS shall transfer **one million dollars (\$1,000,000.00)** to DCPS in FY 2019 through an Intra-District advance upon execution of this MOU.

B. Payment

1. Payment for all the goods and services shall be made through an Intra-District advance by DHS to DCPS based on the total amount of this MOU.
2. DCPS shall submit quarterly reconciliations, which explain the amount billed for that period. The reconciliation shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers, and (3) ten percent (10%) overhead.
3. DHS reserves the right to deny payment to DCPS for services not provided pursuant to the terms of this MOU.

C. Obligations of DCPS

1. DCPS shall ensure that the revenues for this project are reflected in the budget entry line item detail screen and the appropriate accumulators;

2. DCPS shall establish an agency internal service fund with a corresponding index that ties to the fund and agency organization structure; and
3. DCPS shall provide the projected costs of providing the services under this MOU. This detail shall be provided on the Intra-District Standard Request Form (IDSR)

D. Obligations of DHS

DHS shall budget for all services requested in this MOU.

IX. ANTI-DEFICIENCY CONSIDERATION

The parties acknowledge and agree that their respective duties 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 availability of funds and 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 *et seq.* (2012 Repl. and 2015 Supp.);, (iii) D.C. Official Code § 47-105 (2012 Repl.); and (iv) D.C. Official Code § 1-204.46 (2014 Repl. and Supp.), as may be amended, regardless of whether a particular obligation has been expressly so conditioned.

X. MONTHLY REVIEW AND COMPLIANCE MONITORING

Pursuant to the Financial Review Process (FRP) mandated by the District Office of the Chief Financial Officer, all services provided by this MOU shall be reported monthly in the DHS FRP submission to the Office of Budget and Planning.

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

XI. RESOLUTION OF DESPUTES

All adjustments and/or disputes arising from services provided under this MOU shall be resolved by the Chancellor of DCPS and the Director of DHS or their designees. In the event that the parties cannot resolve a financial dispute, the matter shall be referred to the District Office of Financial Operations and Systems within the Office of the Chief Financial Officer.

XII. RECORDS AND REPORTS

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

DCPS shall maintain records and receipts in accordance with DCPS policies.

Additionally, DCPS shall maintain a record of youth performance in the Program and will record the number of youth enrolled in the program, youth performance and compliance, the number of youth that successfully complete the Program.

XIII. CONFIDENTIAL INFORMATION

The Parties to this MOU shall 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 DHS.

XIV. NOTICES AND CONTACT PERSONS

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

For DCPS:

Diana Bruce
Director of Health and Wellness
Office of Equity
District of Columbia Public Schools
1200 First Street, N.E., 11th Floor
Washington, DC 20002
Phone: (202) 442-5103

Adia Burns
Program Manager
Office of Equity
District of Columbia Public Schools
1200 First Street, N.E., 11th Floor
Washington, DC 20002
Phone: (202) 499-0486

For DHS

Deborah Harper
Program Manager
Family Services Administration
Youth Services Division
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 545-3186

Marquita Smith
Program Analyst
Family Services Administration
Youth Services Division
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 531-8419

The individuals above are responsible for the management and coordination of the duties and obligations for each respective party under this MOU. Copies of correspondence related to the modification, amendment, extension or termination of this MOU, or any other legal matter pertaining to this MOU, shall be furnished to these individuals with additional copies to:

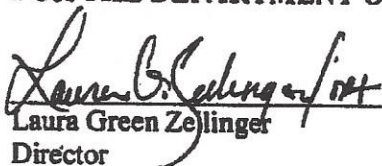
Scott Barash, General Counsel
District of Columbia Public Schools
1200 First Street, N.E., 10th Floor
Washington, DC 20002
Phone: (202) 442-5168
Fax: (202) 442-5098
Email: scott.barash@dc.gov

XV. 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 of the last date written below as follows:

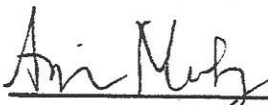
FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zelling
Director

MAR 7 2019
Date

FOR THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:



Dr. Lewis Ferebee, Chancellor
District of Columbia Public Schools

6-21-2019
Date

ATTACHMENT A

NEW HEIGHTS I FISCAL YEAR 2019 BUDGET

Category	Budget Code	Amount
PERSONNEL		
Salary	11	\$780,400.00
Fringe	14	\$149,000.00
TOTAL PERSONNEL		\$929,400.00
Supplies	20	\$30,000.00
Professional Services	40	\$15,600.00
Contracted Services	41	\$25,000.00
TOTAL DCPS BUDGET		\$1,000,000.00

ATTACHMENT B

**New Heights Collaborating Government and Vetted
Community-Based Organizations that Provide Workshops**

<u>Organization</u>	<u>Service Provided</u>	<u>Organization</u>	<u>Service Provided</u>
Between Us Girls	Health	Latin America Youth Center (LAYC)	Sexual Wellness
Cabel Foundation	Financial Literacy	Legal Aid	Legal Services
Capitol Hill Pregnancy Center	Parenting Workshops	Marymount University	Prenatal and Postpartum Care
CentroNia	Healthy Relationships	National Campaign to Prevent Teen and Unplanned Pregnancy	Reproductive Health
Child and Family Services	Workshops, Social Services Referrals	Office of the Attorney General	Paternity Rights, Workshops, Child Support, Medical education services
Children's Law Center	Workshop, legal services	Office of the State Superintendent of Education	Educational Services
Collaborative Solutions for Communities (CSC)	Social Services Agency	Office of the State Superintendent of Education	Educational Services
Crittenton Services	Health	Office of the State Superintendent of Education	Educational Services
DC Dept. of Health	Health and safety	Our Place, DC	Reproductive Health
DC Healthy Start	Health, Child birth, Child Development, Parenting Workshops	Promising Futures	Reproductive Health
DC Women, Infants and Children Program	Nutrition & Health	Safe Shores	Child Sexual Abuse Prevention
Department of HIV/AIDS Administration	Workshops, Testing	Sasha Bruce Youthwork	Reproductive Health, Mental Health
DHS/ESA Childcare Services Division	Childcare Intake	Sasha Bruce Youthwork First Stop	Housing Resources
DHS/FSA/Toca Parent Assessment Program TPAP	Case Management	Sitar Arts Center	Music Arts Program
Department of Justice - Probation Officers		Teen Alliance for Prepared Parenting (TAPP) Program at Washington Hospital Center	Mental & Sexual Health Workshops
District of Columbia Public Library	Early Literacy	Teen and Young Adult (TAYA) Health Connection	Reproductive Health and Health Relationships
DOES Employment Services Office Summer Youth Employment Program	Employment Referral Services	The Fatherhood Initiative	Father Involvement
Dunbar School-Based Health Clinic		The Georgia Avenue/Rock Creek East Family Support Collaborative	Workshops
Educational Opportunity Center	College Information	The George Washington University Hospital	Health
Fair Girls	Sexual Exploitation Workshop	The PEN/Faulkner Foundation	Life Skills
Federal Reserve Board	Financial Literacy	The University of the District of Columbia for Nutrition, Diet and Health	Nutrition
First Baptist Church of the City	Food & Clothes Donation	The Urban Alliance	Job Readiness
Generation Hope	Scholarships & Mentoring	The Women's Collective	Reproductive Health
Generation to Generation Teen Pregnancy and HIV Prevention Project		UDC PATHS Program	Training and Education
Healthy Babies Project	Parenting Workshops Health Services	Wider Circle	Expectant and Parenting Outreach Services
Healthy Generations	Health Services	US Department of Justice	Workshops
Industrial Bank	Financial Literacy	UPO: Early Childcare Center at Anacostia HS	Child Care Services
Job Corps	Job training	UPO: Early Childcare Center at Dunbar SHS	Child Care Services

ATTACHMENT B-1

**New Heights Collaborating Government and
Community-Based Organization Non-Vetted List**

<u>Organization</u>	<u>Service Provided</u>	<u>Organization</u>	<u>Service Provided</u>
Aleazando Metas	Job Skills/Mentoring	Mary's Center	Pre Natal Clinic
Beyond Talent	Educational / tutoring services	Metropolitan Police Department Youth Investigations Division	Youth Outreach
Bright Beginnings, Inc.	Childcare	Office of Specialized Instruction	Transitional Services
Capitol Area Asset Builders	Financial Education	Olalya's Cradle	Independent Living Program
Career Technical Institute	Education and Training Referral Services	Operation HOPE	Financial Literacy
Cardozo Academy of Information Technology (AOIT)		Operation Understanding DC	Leadership/Cultural Diversity Training Program
Cardozo International Academy		Opportunities Industrialization Center	Education and Training Referral Services
Career Team	Workforce Development Program	Planned Parenthood	Medical Educational Services
City Year	Mentoring Program	Project Safe Child	Car Seat Installation Workshops and Free Car Seats
College Board	College Preparation	Rehabilitation Services Administration	Disability Services
College Success Foundation - Double The Numbers	College Admissions Preparation and scholarship information	Resources for Inner City Children	Tutoring, attendance and home visits
Community Connections	Social Services	Safe Cribs- First Candles National Crib Campaign	Workshops- Free cribs/pack-n- plays
Crawford Consulting and Mental Health Services	Counseling referral service	Salvation Army Turning Point Center	Independent Living
DC Arts and Education Humanities Collaborative	Field Trip (Arts for Every Student Program)	SMYAL	Health and safety
DC Campaigns	Health	Social Worker	Teen Fathers Workshop
DC College Access Program (DC-CAP)	College Admissions Preparation	Street Bid'naz	Mentors
DC Childcare Connections	Childcare Referral Services	Synergistica, Inc.	Education and Training Referral Services
DC Healthy Families	Health Insurance provider	Talent Search	Education and Training
DC Rape Crisis Center	Counseling / support groups	TD Bank	Financial Services
DCPS Early Stages	Child development	The Young Women's Project	Contact
Department of Parks and Recreation Roving Leaders	Case Management	Trinity College	Training and Education
DHS Teen Parent Assessment Program (TPAP)	TANF	Unity Healthcare	Workshops/ Case Management
Far S.E. Family Strengthening Collaborative	Social Services Referral	University of the District of Columbia Community College (UDCCC)	Technical Support
DC OSSE GED Testing and Verification Office	GED Testing	Urban Alliance Foundation, Inc.	Employment readiness program
House of Ruth	Housing	Upper Cardozo Unity Clinic	Health
Howard University School of Social Work Office of Field Education	Social Work Interns	Home Hospital Instruction Program (HIP)	Homebound Instructions
Launch, LLC / Did International	Referral Services	WIC	Provide Nutrition Facts and workshops

7937

APR 9 19 RCVD OGC

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

TO: Lewis D. Ferebee, Chancellor
FROM: Deitra Bryant-Mallory, Senior Deputy Chief
Student Supports Division
DATE: April 4, 2019
SUBJECT: FY2019 MOU between DHS and DCPS – New Heights Program for Expectant and Parenting Youth

1. **Summary of Key Points (Brief):** MOU between DHS and DCPS for the New Heights Program for Expectant and Parenting Student for Fiscal Year 2019. The MOU is to establish funding for the New Heights program which will provide support services for DCPS expectant and parenting students to assist them to stay in school through graduation, improve academic outcomes and attendance and postponement of subsequent pregnancies. The period of the MOU is from October 1, 2018 through September 30, 2019. The amount of the MOU is one million dollars and zero cents (\$1,000,000) for FY19.
2. **Special Concerns:** Prompt attention needed as MOU requires signature. Program activities pending MOU final execution.
3. **Action Required:** Approval and signature
4. **Contact Person:** Adia Burns Phone: 202-499-0486 / adia.burns@k12.dc.gov

5. Chancellor's Action:

Approved Disapproved Modify Discuss

REMARKS:

Am Maly

6-21-2019

Lewis D. Ferebee, Chancellor's Signature

Date

CLEARANCE:

	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	Deitra Bryant-Mallory, Senior Deputy Chief, Student Supports Division	Brenda Elliott, Chief, Equity	Scott Barash, General Counsel, OGC	Lewis D. Ferebee, Chancellor
INITIAL & DATE	<i>DBM</i> 4/4/19	<i>BE</i> 4/4/19	<i>SB</i> 6/4/19	

Advanced
6/28/19

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND
THE DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide one (1) Unarmed Special Police Officer (USPO) and one (1) Security Officer (SO) (and collectively referred to as "PSD Officers") at 4225 6th Street, S.E. in Washington, DC, pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by Community of Hope in the District's homeless shelters.

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 DGS/PSD

DGS/PSD shall post one (1) USPO and one (1) SO during the days and times specified in Attachment A. The PSD Officers' responsibilities shall include:

1. Roving patrols.

2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offenses and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS UNDER THE MOU DURATION OF MOU

1. In the mornings, DHS Managers shall work collaboratively and cooperatively with PSD Officers and will perform due diligence in monitoring the PSD Officers, informing DGS/PSD of any absences or irregularities.
2. DHS shall work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the PSD Officers.

IV. DURATION OF MOU

The period of this MOU shall be from **December 3, 2018 through September 30, 2019**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **two thousand four hundred ninety-three dollars and seventy-six cents (\$2,493.76)** for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services, based upon Attachment A.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on received invoices requested and submitted by DGS/PSD.

2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar

days advance written notice to the other Party on the following grounds:

- A. Lacking of funding;
- B. Changes in applicable law;
- C. Changes in the structure of nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; and
- F. Failure of either Party to follow the terms of the MOU.

XI. NOTICE

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

For DHS:
Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
Capital and Operations Management
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
(202) 698-4111
Kimberly.Baxter@dc.gov

For DGS/PSD:
Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 698-8108
PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 3/18/19

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 03/29/19

ATTACHMENT A

FY19 DHS 4225 6th Street, SE – 12/03/18 – 12/04/18											
Site	Sector	Agency	Operational Days	Time In	End Time	Total Days	Hours Per Day	USPO	SO	Hourly Rate	Subtotal Cost
4838 Minnesota Avenue, NE (Community Room)	I	DHS	Monday	4 pm	12 am	1	8	1		\$45.04	\$360.32
4838 Minnesota Avenue, NE (Community Room)	I	DHS	Monday	4 pm	12 am	1	8		I	\$32.69	\$326.12
4838 Minnesota Avenue, NE (Community Room)	I	DHS	Tuesday	12 am	12 am	1	24	1		\$45.04	\$1,080.56
4838 Minnesota Avenue, NE (Community Room)	I	DHS	Tuesday	12 am	12 am	1	24		I	\$32.69	\$789.36
TOTAL											\$2,493.76

ATTACHMENT A

FY19 DHS December 23, 2018 to April 13, 2019

Site	Sector	Agency	Operational Days	Start Time	End Time	Total Days	Hours Per Day	ASP	SPO	SO	Hourly Rate	Weekly Total	Weeks	Subtotal Cost
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - Friday	7 pm	8 am	5	13		2		\$43.04	\$5,855.20	16	\$93,683.20
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Saturday & Sunday	6 pm	8 am	2	14		2		\$35.04	\$2,522.24	16	\$40,355.84
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - Friday	7 pm	8 am	5	13			2	\$32.89	\$4,275.70	16	\$68,411.20
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Saturday & Sunday	6 pm	8 am	2	14			2	\$32.89	\$1,841.84	16	\$29,469.44
Subtotal													\$231,919.68	

FY19 DHS April 14, 2019 - April 15, 2019

Site	Sector	Agency	Operational Days	Start Time	End Time	Total Days	Hours Per Day	ASP	SPO	SO	Hourly Rate	Weekly Total	Weeks	Subtotal Cost
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - Friday	7 pm	8 am	1	13		2		\$48.72	\$1,266.72	1	\$1,266.72
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Saturday & Sunday	6 pm	8 am	1	14		2		\$48.72	\$1,364.16	1	\$1,364.16
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - Friday	7 pm	8 am	1	13			2	\$32.88	\$932.88	1	\$932.88
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Saturday & Sunday	6 pm	8 am	1	14			2	\$32.88	\$1,004.64	1	\$1,004.64
Subtotal													\$4,568.40	

FY19 DHS Holiday Schedule

Site	Sector	Agency	Operational Days	Start Time	End Time	Total Days	Hours Per Day	ASP	SPO	SO	Hourly Rate	Weekly Total	Weeks	Subtotal Cost
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Tuesday - January 1, 2019	6 pm	8 am	1	14		2		\$43.04	\$1,261.12	1	\$1,261.12
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Tuesday - January 1, 2019	6 pm	8 am	1	14			2	\$32.89	\$920.92	1	\$920.92
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - January 21, 2019	6 pm	8 am	1	14		2		\$43.04	\$1,261.12	1	\$1,261.12
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - January 21, 2019	6 pm	8 am	1	14			2	\$32.89	\$920.92	1	\$920.92
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - February 18, 2019	6 pm	8 am	1	14		2		\$43.04	\$1,261.12	1	\$1,261.12
1351 Alabama Avenue SE - Malcolm X Rec center	3	DHS	Monday - February 18, 2019	6 pm	8 am	1	14			2	\$32.89	\$920.92	1	\$920.92
Subtotal													\$6,546.12	
TOTAL													\$2,034.28	

INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA

PART I
GENERAL

MOU NUMBER:

Services: Security Guard services

AMOUNT: \$2,493.76

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER: 

DATE: 4/2/19

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JAO

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20002

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER: 

DATE: 5/28/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

Advance

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS), Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide two (2) Unarmed Special Police Officers (USPO) and two (2) Security Officers (SO) (collectively referred to as "Officers") at 1351 Alabama Avenue, S.E. in Washington, DC pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For the purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by The Community Partnership for the Prevention of Homelessness (TCP) in the District's homeless shelters.

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 DGS/PSD

DGS/PSD shall post the specified number of Officers during the days and times specified in Attachment A. The Officers' responsibilities shall include:

1. Provide roving patrols.
2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Respond appropriately to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offenses and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS/FSA

1. In the mornings, DHS/FSA Managers shall work collaboratively and cooperatively with the officer and shall perform due diligence in monitoring the officer, informing PSD of any absences or irregularities with the security staff.
2. DHS/FSA shall work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the Officer(s).

IV. DURATION OF MOU

The period of this MOU shall be from date of execution through **September 30, 2019**; unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*), as amended; and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **sixteen thousand five-hundred seventy-five dollars and ninety-two cents (\$16,575.92)** for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services, based upon the provided Attachment A.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, payment to DGS/PSD shall be reduced by an

amount equal to the daily payment multiplied by the number of MOU days or hours for which goods and services were not provided.

3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by DHS to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Director of DHS and DGS, 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 in the Office of the Chief Financial Officer.

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD 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 DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; and
- F. Failure of either Party to follow the terms of this MOU.

XI. NOTICE

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

For DHS:

Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 698-4111
Email: Kimberly.Baxter2@dc.gov

For DGS/PSD:

Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 698-8108
PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 4/18/19

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 04/30/16

ATTACHMENT A

FY19 DHS Rec Centers Cold Weather Event January 12 - January 14, 2019											
Site	Sector	Agency	Operational Days	Time In	End Time	Total Days	Hours per Day	USPO	SO	Hourly Rate	Subtotal Cost
1401 7th St NW - Kennedy Rec Ctr	2	DHS	Saturday	7:00 PM	12:00 AM	1	5	2		\$42.27	\$422.70
1401 7th St NW - Kennedy Rec Ctr	2	DHS	Sunday	12:00 AM	8:00 PM	1	20	2		\$42.27	\$1,690.80
1401 7th St NW - Kennedy Rec Ctr	2	DHS	Monday	8:00 AM	8:00 PM	1	12	2		\$42.27	\$1,014.48
1401 7th St NW - Kennedy Rec Ctr	2	DHS	Monday	8:00 PM	12:00 AM	1	4	2		\$42.27	\$338.16
1401 7th St NW - Kennedy Rec Ctr	2	DHS	Tuesday	12:00 AM	8:00 AM	1	8	2		\$42.27	\$676.32
201 N St SW - King Greenleaf Rec Ctr	1	DHS	Saturday	7:00 PM	12:00 AM	1	5	2		\$45.04	\$450.40
201 N St SW - King Greenleaf Rec Ctr	1	DHS	Sunday	12:00 AM	8:00 PM	1	20	2		\$45.04	\$1,801.60
201 N St SW - King Greenleaf Rec Ctr	1	DHS	Monday	8:00 AM	8:00 PM	1	12	2		\$45.04	\$1,080.96
201 N St SW - King Greenleaf Rec Ctr	1	DHS	Monday	8:00 PM	12:00 AM	1	4	2		\$45.04	\$360.32
201 N St SW - King Greenleaf Rec Ctr	1	DHS	Tuesday	12:00 AM	8:00 AM	1	8	2		\$45.04	\$720.64
640 10th St NE - Sherwood Rec Ctr	1	DHS	Saturday	7:00 PM	12:00 AM	1	5	2		\$45.04	\$450.40
640 10th St NE - Sherwood Rec Ctr	1	DHS	Sunday	12:00 AM	8:00 PM	1	20	2		\$45.04	\$1,801.60
640 10th St NE - Sherwood Rec Ctr	1	DHS	Monday	8:00 PM	12:00 AM	1	4	2		\$45.04	\$360.32
640 10th St NE - Sherwood Rec Ctr	1	DHS	Tuesday	12:00 AM	8:00 AM	1	8	2		\$45.04	\$720.64
2500 Georgia Ave NW - Banneker Rec Ctr	2	DHS	Saturday	7:00 PM	12:00 AM	1	5	2		\$42.27	\$422.70
2500 Georgia Ave NW - Banneker Rec Ctr	2	DHS	Sunday	12:00 AM	8:00 PM	1	20	2		\$42.27	\$1,690.80
2500 Georgia Ave NW - Banneker Rec Ctr	2	DHS	Monday	8:00 PM	12:00 AM	1	4	2		\$42.27	\$338.16
2500 Georgia Ave NW - Banneker Rec Ctr	2	DHS	Tuesday	12:00 AM	8:00 AM	1	8	2		\$42.27	\$676.32
										Subtotal	\$15,017.32

FY19 DHS 1351 Alabama Ave SE | January 12-January 13, 2019

Site	Sector	Agency	Operational Days	Time In	End Time	Total Days	Hours per Day	USPO	SO	Hourly Rate	Subtotal Cost
1351 Alabama Ave SE	3	DHS	Sunday *	8:00 AM	6:00 PM	1	10	2		\$45.04	\$ 900.80
1351 Alabama Ave SE	3	DHS	Sunday *	8:00 AM	6:00 PM	1	10		2	\$32.89	\$657.80
										Sub-total	\$1,558.60
										Total	\$ 16,575.92

INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA

PART I
GENERAL

MOU NUMBER: SE-2019-PSD025

Services: Security Guard services

AMOUNT: \$16,575.92

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER: [Signature]

DATE: 9/12/19

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20001

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER: _____

DATE: _____

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

16,575.92.

**INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**PART I
GENERAL**

MOU NUMBER: SE-2019-PSD025

Services: Security Guard services

AMOUNT: \$16,575.92

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER: _____ **DATE:** _____

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20001

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER:  _____ **DATE:** 6/3/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

Advance

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide two (2) Security Officers (SO) at 5004 D Street, S.E., Washington, DC, pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by Community of Hope (COH) in the District's homeless shelters.

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 DGS/PSD

DGS/PSD shall post two (2) SO during the days and times specified in Attachment A. The SO responsibilities shall include:

1. Roving patrols.

2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offenses and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS/FSA

1. In the mornings, DHS/FSA Managers shall work collaboratively and cooperatively with the SO and will perform due diligence in monitoring the SO, informing DGS/PSD of any absences or irregularities.
2. DHS/FSA shall work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the SO.

IV. DURATION OF MOU

The period of this MOU shall be from April 14, 2019 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); the Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **twenty-eight thousand one hundred twenty-nine dollars and ninety-two cents (\$28,129.92)** for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services, based upon Attachment A.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on received invoices requested and submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and District statutes and regulations, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this

MOU shall remain the property of DHS.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; and,
- F. Failure of either Party to follow the terms of the MOU.

XI. NOTICE

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

For DHS:
Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
Capital and Operations Management
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
(202) 698-4111
Kimberly.Baxter2@dc.gov

For DGS/PSD:
Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 698-8108
PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: JUL 8 2019

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 07/16/19

ATTACHMENT A

FY'19 – APRIL 14, 2019 – MAY 3, 2019

SITE: 5004 D STREET, SE

SECTOR: 1

AGENCY: DEPARTMENT OF HUMAN SERVICES

Operational Days	Time In	End Time	Total Days	Hours Per Day	SO	Hourly Rate	Subtotal Cost
Sunday 4.14.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Monday 4.15.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Monday 4.15.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Tuesday 4.16.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$ 502.32
Tuesday 4.16.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$ 645.84
Wednesday 4.17.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$ 502.32
Wednesday 4.17.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Thursday 4.18.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$ 502.32
Thursday 4.18.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Friday 4.19.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Friday 4.19.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Saturday 4.20.19	12:00 AM	12:00 AM	1	24	2	\$35.88	\$1,722.24
Sunday 4.21.19	12:00 AM	12:00 AM	1	24	2	\$35.88	\$1,722.24
Monday 4.22.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Monday 4.22.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$ 645.84
Tuesday 4.23.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Tuesday 4.23.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$ 645.84
Wednesday 4.24.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Wednesday 4.24.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Thursday 4.25.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$ 502.32
Thursday 4.25.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Friday 4.26.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Friday 4.26.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Saturday 4.27.19	12:00 AM	12:00 AM	1	24	2	\$35.88	\$1,722.24
Sunday 4.28.19	12:00 AM	12:00 AM	1	24	2	\$35.88	\$1,722.24
Monday 4.29.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Monday 4.29.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Tuesday 4.30.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Tuesday 4.30.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Wednesday 5.1.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Wednesday 5.1.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Thursday 5.2.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32
Thursday 5.2.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Friday 5.3.19	12:00 AM	7:00 AM	1	7	2	\$35.88	\$502.32

Operational Days	Time In	End Time	Total Days	Hours Per Day	SO	Hourly Rate	Subtotal Cost
Friday 5.3.19	3:00 PM	12:00 AM	1	9	2	\$35.88	\$645.84
Saturday 5.4.19	12:00 AM	12:00 AM	1	24	2	\$35.88	\$1,722.24
Sunday 5.5.19	12:00 AM	11:00 PM	1	23	2	\$35.88	\$1,650.48
						TOTAL	\$28,129.92

PART II

2 of 2

MOU NUMBER: SE-2019-PSDO36

GOODS/SERVICE: Security Guard services

REQUEST DATE:

TOTAL: \$28,129.92

148JA

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	AMND	19	148JA	40201	4600	4600					
BUYER	SAO	19	APPTS	HHC76	0501	0501					

GOODS/SERVICE:

REQUEST DATE:

TOTAL :

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER											
BUYER											

GOODS/SERVICE :

REQUEST DATE:

TOTAL :

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER											
BUYER											

GOODS/SERVICE :

REQUEST DATE:

TOTAL :

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER											
BUYER											

INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA

PART I
GENERAL

MOU NUMBER: SE-2019-PSD036

Services: Security Guard services

AMOUNT: \$28,129.92

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER: 

DATE: 9/12/19

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20001

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER: 

DATE: 9/30/19

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

28,129.92

Advanced
5/29/19

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND
THE DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide two (2) Unarmed Special Police Officers (USPO) and two (2) Security Officers (SO) (and collectively referred to as "PSD Officers") at 1351 Alabama Avenue, S.E. in Washington DC pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For the purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by The Community Partnership for the Prevention of Homelessness (TCP) in the District's homeless shelters.

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 DGS/PSD

DGS/PSD shall provide two (2) USPO and two (2) SO during the days and times specified in Attachment A. The PSD Officers' responsibilities shall include:

1. Roving patrols.
2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offenses and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS UNDER THE MOU

1. In the mornings, DHS Managers shall work collaboratively and cooperatively with the PSD Officers and will perform due diligence in monitoring the PSD Officers, informing DGS/PSD of any absences or irregularities.
2. DHS will work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the PSD Officers.

IV. DURATION OF MOU

The period of this MOU shall be from **October 1, 2018 through September 30, 2019**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **two hundred forty-three thousand thirty-four dollars and twenty cents (\$243,034.20)** for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services, based upon Attachment A.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENTS

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on received invoices requested and submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§1-204.46, 47-105, 47-355.01-355.08) as amended, 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, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by

either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations;
- F. Failure of either Party to follow the terms of this MOU.

XI. NOTICE

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

For DHS:
Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
Capital and Operations Management
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
(202) 698-4111
Kimberly.Baxter@dc.gov

For DGS/PSD:
Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 698-8108
PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: MAR 19 2019

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 03/29/15

INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA

PART I
GENERAL

MOU NUMBER: SE-2019-PSD022

Services: Security Guard services

AMOUNT: \$243,034.20

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 898-7471

FAX:

AUTHORIZING OFFICER: 

DATE: 4/2/19

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JAO

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20001

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER: 

DATE: 5/28/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

**INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**PART I
GENERAL**

MOU NUMBER:

Services: Security Guard services

AMOUNT: \$27,824.94

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER: 

DATE: 4/2/19.

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JAB

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20001

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER: 

DATE: 4/2/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This reimbursable Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as "Parties."

DHS/FSA has requested that DGS/PSD provide **one (1) Unarmed Special Police Officer (USPO) and one (1) Security Officer (SO)** and collectively referred to as "**Officers**" at 5004 D Street SE pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includeS the Economic Security Administration (ESA) and the Family Services Administration (FSA). For the purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self- sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by Life Deeds in the District's homeless shelters.

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 DGS/PSD

DGS/PSD shall post **one (1) USPO and one (1) SO** during the days and times specified in Attachment A. The Officers' responsibilities shall include:

1. Roving patrols.
2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offences and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS/FSA UNDER THE MOU.

1. In the mornings, DHS/FSA Managers shall work collaboratively and cooperatively with the Officers and will perform due diligence in monitoring the PSD Officers, informing DGS/PSD of any absences or irregularities.
2. DHS/FSA shall work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the Officers.

IV. DURATION OF MOU

The period of this MOU shall be from **January 28, 2019** through **September 30, 2019**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **twenty-seven thousand eight hundred twenty-four dollars and ninety-four cents (\$27,824. 94)** for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services, based upon the provided **Attachment A**.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS/FSA shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Director of DHS and DGS, 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 within the Office of the Chief Financial Officer.

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD 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's request, make these documents available for inspection by duly authorized representatives of DHS/FSA and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by

either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS/FSA.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS/FSA or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; and,
- F. Failure of either Party to follow the terms of this MOU.

XI NOTICE

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

For DHS:

Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
64 New York Avenue NE
Washington, DC 20002
Phone: (202) 698-4111
Email: Kimberly.Baxter2@dc.gov

For DGS/PSD:

Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E., Fourth Floor
Washington, DC 20002
(202) 698-8108
PSDASR@dc.gov

XII. MODIFICATIONS

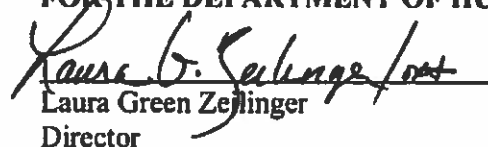
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

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:

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zejlinger
Director

Date: MAR 7 2019

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 03/28/19

ATTACHMENT A

FY19 DHS/FSA 5004 D St SE January 28, 2019 - February 15, 2019												
Site	Sector	Agency	Operational Days	Start Time	End Time	Total Days	Hours per Day	SO	Hourly Rate	Weekly total	Weeks	Subtotal Cost
5004 D St SE	1	DHS	Monday	5:00 PM	12:00 AM	1	7	2	\$32.89	\$460.46	1	\$460.46
5004 D St SE	1	DHS	Tuesday - Sunday	12:00 AM	12:00 AM	6	24	2	\$32.89	\$9,472.32	1	\$9,472.32
5004 D St SE	1	DHS	Monday - Sunday	12:00 AM	12:00 AM	7	24	2	\$32.89	\$11,051.04	1	\$11,051.04
5004 D St SE	1	DHS	Monday - Thursday	12:00 AM	12:00 AM	4	24	2	\$32.89	\$6,314.88	1	\$6,314.88
5004 D St SE	1	DHS	Friday	12:00 AM	5:00 PM	1	8	2	\$32.89	\$526.24	1	\$526.24
											Total	\$27,824.94

**INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**PART I
GENERAL**

MOU NUMBER: SE - 2019 - PSD 015

Services: Security Guard services

AMOUNT: \$35,311.36

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER:  DATE: 3/29/18.

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20002

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER:  DATE: 4/2/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND
THE DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide four (4) Unarmed Special Police Officers for security services at 2210 Adams Place, N.E. in Washington, DC, pursuant to **Attachment A**, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

DHS is the District agency responsible for assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For the purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by The Community Partnership for the Prevention of Homelessness (TCP) in the District's homeless shelters.

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 as follows:

A. RESPONSIBILITIES OF DGS/PSD

DGS/PSD shall post **four (4) Unarmed Special Police Officers (USPO)** during the days and times specified in **Attachment A**.

The Unarmed Special Police Officers responsibilities shall include:

1. Roving patrols.
2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offenses and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS

1. In the mornings, DHS Managers shall work collaboratively and cooperatively with the USPOs and will perform due diligence in monitoring the USPOs, informing DGS/PSD of any absences or irregularities.
2. DHS shall work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the USPOs.

IV. DURATION OF MOU

The period of this MOU shall be from **November 6, 2018** through **September 30, 2019**; unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); the Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **thirty-five thousand three hundred eleven dollars and thirty-six cents (\$35,311.36)** for Fiscal Year (FY) **2019**. Funding for the services shall not exceed the actual cost of the services, based upon **Attachment A**.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on received invoices requested and submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, 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 within the Office of the Chief Financial Officer.

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by

either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations;
- F. Failure of either Party to follow the terms of this MOU.

XI. NOTICE

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

FOR DHS:

Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
Capital and Operations Management
64 New York Avenue, N.E., Sixth Floor
Washington, DC 20002
Phone: (202) 698-4111
Email: Kimberly.Baxter@dc.gov

FOR DGS/PSD

Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E., Fourth Floor
Washington, DC 20002
Phone: (202) 698-8108
Email: PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 2/15/19

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: _____

ATTACHMENT A

FY19 DHS November 6, 2018 – November 10, 2018 – Women’s Shelter Coverage at 2210 Adams

Contract Security Site	Sector	Operational Days	Beginning Time	Ending Time	Days Per Week	Hours Per Day	USPO	Hourly Rate	Weekly Subtotal	Total Weeks	Contract Security Cost
2210 Adams Place	1	Tuesday – Friday	7:00 PM	7:00 AM	4	12	4	\$45.04	\$8,647.68	1	\$8,647.68
2210 Adams Place	1	Saturday	3:00 PM	7:00 AM	1	16	4	\$45.04	\$2,882.56	1	\$2,882.56
Subtotal:											\$11,530.24

FY19 DHS November 11, 2018 – November 18, 2018 – Women’s Shelter Coverage at 2210 Adams*

Contract Security Site	Sector	Operational Days	Beginning Time	Ending Time	Days Per Week	Hours Per Day	USPO	Hourly Rate	Weekly Subtotal	Total Weeks	Contract Security Cost
2210 Adams Place	1	Monday – Friday	7:00 PM	7:00 AM	7	12	4	\$45.04	\$15,133.44	1	\$8,647.68
2210 Adams Place	1	Saturday and Sunday	3:00 PM	7:00 AM	3	16	4	\$45.04	\$8,647.68	1	\$2,882.56
Subtotal:											\$23,781.12
TOTAL:											\$35,311.36

*Including coverage for 11/12, 11/22, 11/23

**INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**PART I
GENERAL**

MOU NUMBER:

Services: Security Guard services

AMOUNT: \$13,903.68

SELLER INFORMATION

AGENCY: DEPARTMENT OF GENERAL SERVICES


AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7474

FAX:

AUTHORIZING OFFICER:  **DATE:** 4/2/19

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20001

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER:  **DATE:** 4/2/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide two (2) Unarmed Special Police Officers (USPOs) for security services at 5505 5th Street, N.W., Washington, DC 20011 pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For the purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for appropriate DGS personnel and security officers, as needed, to supplement the security coverage provided by the National Center for Children and Families in the District's homeless shelters.

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 DGS/PSD

DGS/PSD shall post two (2) USPO during the days and times specified in Attachment A.

The USPO responsibilities shall include:

1. Roving patrols.
2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command, at (202) 727-8031, of suspicious activity, offences and incidents.
5. Provide a verbal report on all unusual incidents to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to (202) 727-9520 in addition to the normal reporting route.
6. Refrain from overly socializing with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DHS/FSA UNDER THE MOU

1. In the mornings, DHS Managers shall work collaboratively and cooperatively with the USPO and shall perform due diligence in monitoring the USPOs, informing DGS/PSD of any absences or irregularities.
2. DHS/FSA shall work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the USPO.

IV. DURATION OF MOU

The period of this MOU shall be from **October 29, 2018 through September 30, 2019**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, et seq.); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation or policy.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **thirteen thousand nine hundred three dollars and sixty-eight cents (\$13,903.68)** for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the services, based upon Attachment A.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on received invoices requested and submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, 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 within the Office of the Chief Financial Officer.

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or

prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS/FSA.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS/FSA or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations;
- F. Failure of either Party to follow the terms of this MOU.

XI. NOTICE

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

For DHS:

Kimberly Baxter
Fleet and Security Coordinator
Department of Human Services
Capital and Operations Management
64 New York Avenue, N.E.,
Washington, DC 20002
Phone: (202) 698-4111
Email: Kimberly.Baxter@dc.gov

For DGS/PSG:

Melissa Irby
Contract Compliance Monitor
Department of General Services
64 New York Avenue, N.E.,
Fourth Floor
Washington DC, 20002
Phone: (202) 698-8108
Email: PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeillinger
Director

Date: MAR 7 2019

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 03/28/19

ATTACHMENT A

FY19 DHS 5505 5th Street NW October 29, 2018 - November 5, 2018										
	Sect or	Agency	Operational Days	Time In	End Time	Total Days	Hours per Day	USPO	Hourly Rate	Subtotal Cost
5505 5th St NW	2	DHS	Monday	9:00 AM	12:00 AM	1	15	2	\$41.38	\$1,241.40
5505 5th St NW	2	DHS	Tuesday	12:00 AM	12:00 AM	1	24	2	\$41.38	\$1,986.24
5505 5th St NW	2	DHS	Wednesday	12:00 AM	12:00 AM	1	24	2	\$41.38	\$1,986.24
5505 5th St NW	2	DHS	Thursday	12:00 AM	12:00 AM	1	24	2	\$41.38	\$1,986.24
5505 5th St NW	2	DHS	Friday	12:00 AM	12:00 AM	1	24	2	\$41.38	\$1,986.24
5505 5th St NW	2	DHS	Saturday	12:00 AM	12:00 AM	1	24	2	\$41.38	\$1,986.24
5505 5th St NW	2	DHS	Sunday	12:00 AM	12:00 AM	1	24	2	\$41.38	\$1,986.24
5505 5th St NW	2	DHS	Monday	12:00 AM	9:00 AM	1	9	2	\$41.38	\$744.84
Total:										\$13,903.68

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS) and the Department of General Services (DGS), Facilities Management Division (FMD), referred to individually as "Party" and collectively as "Parties".

II. PROGRAM GOALS AND OBJECTIVES

DHS is the District agency charged with assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS has two administrations which include the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purposes of this MOU, FSA is the Administration responsible for providing a continuum of services to individuals and families experiencing homelessness or at risk of homelessness, so that they can obtain and/or maintain improved housing. The continuum of family services includes centralized intake and eligibility assessment, prevention services, emergency shelter, rapid rehousing, housing navigation and permanent supportive housing.

DGS is responsible for planning and managing the District's real estate to achieve its highest and best use. The mission of DGS is to elevate the quality of life for the District with superior construction, first-rate maintenance and expert real estate management. By building and maintaining safe and green state-of-the art facilities, which foster economic growth and elevate educational environments; DGS' trusted and skillful employees create modern and vibrant communities across all of the District of Columbia. FMD is responsible for maintenance, repair, and alterations of all properties owned, leased or otherwise under the control of the Government of the District.

DHS is requesting DGS/FMD to procure a provider to perform consolidated maintenance services for up to seven (7) short term family housing (STFH) sites for DHS families experiencing homelessness.

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 hereby agree to the following:

A. RESPONSIBILITIES OF DHS

DHS shall:

1. Pay DGS/FMD an advance of one million four hundred ten thousand and fifty-four dollars and zero cents (\$1,410,054.00) for the estimated prorated cost of contracted consolidated maintenance services at the following STFH sites, with services estimated to begin on the dates listed below:
 - i. Ward 4: 5505 5th St NW, Washington, DC – October 1, 2018
 - ii. Ward 7: 5004 D St. SE, Washington, DC – October 1, 2018
 - iii. Ward 8: 4233 6th St SE, Washington, DC –November 1, 2018
 - iv. Ward 8: 4300 12th Street SE, Washington DC- February 2019
 - v. Ward 5: 1700 :Rhode Island Ave. NE, Washington DC–TBD
 - vi. Ward 6: 850 Delaware Ave., SW, Washington DC -TBD
 - vii. Ward 3:3320 Idaho Island NW, Washington DC -TBD
2. Provide DGS/FMD with a designated room at each site.
3. Ensure onsite DHS provider coordinates with DGS/FMD when programmatic use could potentially conflict with services is being rendered.
4. Provide (30) thirty days advance notice to cancel the consolidated maintenance services. Cancellations will become effective at the beginning of the following month after notice is given.

B. RESPONSIBILITIES OF DGS

DGS shall procure contractors to provide comprehensive consolidated maintenance services at seven (7) planned STFH sites located in Wards 3, 4, 5, 6, 7, and 8. At a minimum, the contracted services to be provided shall include the provision of maintenance and repair work detailed in the Request for Proposal (RFP) of the Consolidated Maintenance Services Contract (CMC), which is hereto incorporated by reference:

1. Electrical Services
2. Mechanical Services
3. Plumbing Services
4. Elevator and Lift Services
5. Energy Management Control System Services
6. Fire Protection Systems
7. Architectural and Structural Services
8. Operations, Maintenance, Repair, and Improvement Services
9. Snow and Ice Removal Services
10. Landscaping Services
11. Utility Company Services
12. Security and Building Systems Support

- 13. Pest Control Services
- 14. Locksmith Services
- 15. Turnover Services (All units, once per year)

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of four one-year option periods identified in the CMC referenced in Section III.B, above. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DHS shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. Any extension of the MOU shall include new cost estimates provided by DGS/FMD and agreed to by DHS.
- D. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option and a review of the expenses incurred and capacity of DGS/FMD to provide said services at that time.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, October 1, 2011; D.C. Official Code § 10-551.01 *et seq.*); and any other applicable District or federal law or regulation.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed the two million dollar and zero cent (\$2,000,000.00) cap allocated for this MOU for FY 2019. Funding for the services shall not exceed the actual cost of the contracted CMC services and shall be reconciled on a quarterly basis once site opening dates are available and CMC estimates can be established.
- 2. The estimated cost of this MOU is based on a prorated cost of estimated annual services for the term of this MOU as listed in the chart showing the cost breakdown below.

3. In the event of termination of the MOU or termination of the contract, payment to DGS/FMD shall be held in abeyance until all required fiscal reconciliation is completed.
4. The cost breakdown for the agreed upon consolidated maintenance services are as follows:

Operational Service	Est Annual Cost	Pro-rated FY19 Cost
Consolidated Maintenance Services (10/1/18-9/30/19) – Ward 4	\$333,036.00	\$333,036.00
Consolidated Maintenance Services (10/1/18-9/30/19) – Ward 7	\$330,064.00	\$330,064.00
Consolidated Maintenance Services (10/16/18-9/30/19) – Ward 8	\$346,954.00	\$346,954.00
Consolidated Maintenance Services – 12 th Street (TBD)	\$380,000.00	\$250,000.00
Consolidated Maintenance Services – Ward 6 (TBD)	TBD	TBD
Consolidated Maintenance Services – Ward 5 (TBD)	TBD	TBD
Consolidated Maintenance Services – Ward 3 (TBD)	TBD	TBD
Reimbursement Fund for costs not included in CMC	\$525,000.00	\$150,000.00
Total Estimated Cost	\$1,915,054.00	\$1,410,054.00

B. PAYMENT

1. DHS shall make payment for all the goods and services through Intra-District advance to DGS/FMD based on the total amount of this MOU. Payment for all goods and services shall not exceed the actual cost of goods and services.
2. Advances to DGS/FMD for the services to be performed/goods to be provided shall be one million four hundred ten thousand and fifty-four dollars and zero cents (\$1,410,054.00), which includes the full cost for the initial sites opening in Wards 4, 7 and 8, an estimated cost for the 12th Street site and a portion of the reimbursement fund.
3. The Parties' Directors or 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. DGS/FMD shall be responsible for any amounts ultimately disallowed by an audit.
5. DHS shall make an advance payment for CMC by October 15, 2019. On a quarterly basis, the total cost of the MOU will be reconciled to the estimated FY 2019 cost of the CMC. At the beginning of each quarter, DHS and DGS shall review the timing and projected CMC service costs for the new sites to be opened as well as the spend down of the reimbursement fund. Any additional funds required for new sites and/or reimbursement fund shall be determined and DHS will make an additional payment to DGS for that amount.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended, 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

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into in furtherance of this MOU.

As this MOU is funded by District funds, DGS/FMD shall be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/FMD shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or

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

IX. PROCUREMENT PRACTICES REFORM ACT

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

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the DHS.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

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

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

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

For DHS:
Synina Pugh
Facilities Coordinator
Department of Human Services, DHS
64 New York Avenue
Washington DC 20002
202-671-4399
Synina.pugh-jackson@dc.gov

For DGS:
Robert Saunders
Building Manager, Facilities Management Division
2000 14th Street Northwest, 5th Floor
Washington, DC 20009
202-359-0702
robert.saunders5@dc.gov

XIII. MODIFICATIONS

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

XIV. MISCELLANEOUS

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

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


DEPARTMENT OF HUMAN SERVICES



Laura Green Zeilinger
Director

Date: 11/30/18

DEPARTMENT OF GENERAL SERVICES



Keith A. Anderson
Director

Date: 12/21/18

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

PART I

MOU NUMBER: _____	
Services: _____	AMOUNT: _____
SELLER INFORMATION	
AGENCY: <u>Department of General Services</u>	AGENCY CODE: AMO
NAME OF CONTACT: <u>Henry Wong</u>	
ADDRESS: <u>2000 14th St. NW</u>	
<u>Washington, DC, 20009</u>	
TELEPHONE #: _____	
FAX #: _____	
AUTHORIZING OFFICER	<u><i>Drablich for HW</i></u> <u>12/6/18</u> <u>H/30/18</u>
BUYER INFORMATION	
AGENCY: <u>Department of Human Services</u>	AGENCY CODE: JA0
NAME OF CONTACT: <u>Hayden Bernard</u>	
ADDRESS: <u>64 New York Avenue, NE</u>	
<u>Washington, DC 200021</u>	
TELEPHONE #: (202)671-4240	
FAX #: _____	
AUTHORIZING OFFICER	<u><i>D. Rutherford-Felix</i></u> for Hayden Bernard, AFO

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH CARE FINANCE
AND THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Health Care Finance (DHCF) and the District Department of Human Services (DHS). Together these signatories will be referred to as the Parties. This MOU delineates Fiscal Year 2019 (FY19) with respect to funding responsibilities for the District of Columbia Access System (DCAS) under the Fiscal Year (FY) 2019 budget. DCAS is a project undertaken by the District to integrate all health and human services programs including Advance Premium Tax Credits/Cost Sharing Reductions (APTC/CSR), Medicaid, SNAP and TANF, in order to provide a seamless eligibility, renewal and enrollment process for District residents applying for or receiving public assistance programs.

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs between District agencies is found at D.C. Official Code § 1-301.01(k). DHCF's authority as an agency derives from Section 7-771-05(4) of the Department of Health Care Finance Establishment Act of 2007, effective February 27, 2008 (D.C. Law 17-109); D.C. Official Code § 7-771.05(4). DHCF's authority to delegate the portions of the Medicaid eligibility determination process to be conducted by DCAS arises from 42 C.F.R. § 431.10(d). Other controlling law regarding the design, development, or installation of mechanized needs-based benefit claim processing and information retrieval systems is found at § 1903(a)(3) of the Social Security Act, as amended, 42 C.F.R. §§ 433.110 – 433.131, and 45 C.F.R. §§ 95.601 – 95.641. The authority of DHS as an agency to fund and assist in the development and maintenance of DCAS derives from the Data Sharing Act and accompanying regulations at 29 DCMR §§ 3000-3099, Mayor's Order 2011-169, the ACA, MOUs with DHCF to conduct eligibility determinations for various medical assistance programs, MOU with the District Health Benefit Exchange Authority (HBX) to provide ESA support for eligibility determinations for APTC and CSR, the Food and Nutrition Act of 2008, effective October 1, 2008 (Pub. L. No. 110-246; 7 U.S.C. §§ 2011, *et seq.*); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, effective August 22, 1996 (Pub. L. No. 104-193; 42 U.S.C. §§ 601, *et seq.*), as amended (PRWORA); the Health Insurance Portability and Accountability Act of 1996, approved August 21, 1996 (Pub. L. No. 104-191; 42 U.S.C. § 1320d *et seq.*), as amended, and its corresponding regulations located at 45 C.F.R. Parts 160, 162, and 164 (collectively referred to as HIPAA). This

MOU is governed by Title XIX of the Social Security Act of 1965, effective July 30, 1965 (Pub. L. No. 89-97; 42 U.S.C. §§ 1396, *et seq.*), as amended, the Advanced Planning Document (IAPD) approved by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture in December 2011 and attached as Appendix A to this MOU, 45 C.F.R. Part 95, and any other applicable local and Federal law, regulation and policy.

III. OVERVIEW OF THE PARTIES

DHCF is the single state agency responsible for the administration of the District's Medicaid program and is responsible for ensuring that it is in compliance with federal program requirements. Nothing in this MOU should be construed as DHCF abrogating its authority or responsibility as the single state Medicaid agency for the District. DHCF develops and oversees the implementation of eligibility policy, criteria for service coverage, and payment policies regarding the District's Medicaid and CHIP programs. DHCF also ensures the District's health care programs maximize federal funding to finance health care services for the indigent and develops effective methods for managing the utilization of services. DHCF is responsible for the administration of the D.C. Health Care Alliance Program (the Alliance) and the Immigrant Children's Program (ICP), the District's safety-net programs for District residents without health insurance.

On May 31, 2017, The Office of the City Administrator assigned DHCF the full management and operation of DCAS. DHCF assumes complete responsibility and oversight for DCAS (R1, R2, R3) application development, operations, and maintenance.

DHS is the District agency responsible for assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS is the District agency responsible for implementing DHCF's eligibility policies for Medicaid, CHIP, the Alliance, and other programs pursuant to a separate MOU between DHS and DHCF. DHS is the single state agency responsible for the Supplemental Nutrition Assistance Program (SNAP). DHS has two administrations, which include the Economic Security Administration (ESA) and the Family Services Administration (FSA). ESA is responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, SNAP benefits, formerly known as the Food Stamps Program, and Temporary Assistance for Needy Families (TANF) benefits. FSA is responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services and Adult Protective Services.

IV. STATEMENT OF PURPOSE

The purpose of this MOU is to set forth the terms and conditions upon which the Parties will disperse funding to support the cost allocated services included under the DCAS IAPD budget for FY 19 which is included as Appendix A to this MOU. If additional IAPD budget submissions are made and approved for cost allocated services under this MOU, such IAPD will be incorporated herein as a part of Appendix A.

Nothing in the MOU shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of each respective agency's property under applicable laws, regulations, and rules.

V. TRANSFER OF FUNDING

A. Upon execution of this Agreement, money will be loaded and then distributed from DHS to DHCF in accordance with this MOU to support DCAS project deliverables as set forth below and pursuant to Appendix A:

- i. Payment for all goods and services shall be made through a one-time intra-District advance from DHS to DHCF.
- ii. DHS shall transfer Federal FNS funds to DHCF in the total amount of ten million, four hundred nine thousand, two hundred thirty-eight dollars and ninety-four cents (\$10,409,238.94), including:
 1. Capital funding in the amount of four million five hundred thirty thousand nine hundred twenty-nine dollars (\$4,530,929); and
 2. Operating funding in the amount of five million eight hundred seventy-eight thousand three hundred nine dollars and ninety-four cents (\$5,878,309.94).

VI. BUDGET REPORTING RESPONSIBILITIES

A. DHCF RESPONSIBILITIES

- i. DHCF shall oversee the DCAS budget and provide a monthly report of all cost allocated expenditures to DHS.
- ii. Pay for all services and costs associated with design, development, implementation, operations and maintenance of DCAS pursuant to Appendix A.
- iii. Ensure all expenditures are in compliance with the terms and conditions set forth in Title XIX of the SSA, including but not limited to the following requirements:
 1. Cost must be "proper and efficient" for the state's administration of its Medicaid state plan (Section 1903(a)(7) of the SSA).

2. Costs related to multiple programs must be allocated in accordance with the benefits received by each participating program (OMB Circular A-87, as revised and now located at 2 C.F.R. § 200). This is accomplished by developing a method to assign costs based on the relative benefit to the Medicaid program and the other government or non-government programs.
 3. Costs must be supported by an allocation methodology that appears in the state's approved Public Assistance Cost Allocation Plan (42 C.F.R. § 433.34).
 4. Costs must not include funding for a portion of general public health initiatives that are made available to all persons, such as public health education campaigns.
 5. Costs must not duplicate payment for activities that are already being offered or should be provided by other entities, or paid through other programs.
 6. Costs may not supplant funding obligations from other federal sources.
 7. Costs must be supported by adequate source documentation.
- iv. Provide all requested justification and documentation to DHS in order to justify matches allocated to FNS.
 - v. Ensure all expenditures are in compliance with the terms and conditions set forth by FNS.
 - vi. Should there be any costs incurred that are deemed disallowable, the Party that incurred the cost shall be responsible for the amount that is disallowed.

B. DHS RESPONSIBILITIES

- i. DHS shall ensure all expenditures are in compliance with the terms and conditions set forth by FNS.
- ii. Should there be any costs incurred that are deemed disallowable, the Party that incurred the cost shall be responsible for the amount that is disallowed.

VII. COST OF SERVICES

Funding for the services shall not exceed the actual cost provided. All cost and expenditures shall not exceed \$10,409,238.94 for FY 2019.

VIII. DURATION OF THIS MOU

This agreement will be effective from the date of signature through September 30, 2019 unless terminated in writing by the Parties prior to expiration.

The Parties anticipate that this MOU will need to be renegotiated for fiscal years after September 30, 2019. Beginning sixty (60) days prior to the expiration of this MOU, and continuing until September 30, 2019, the Parties agree to engage in good faith negotiations to expeditiously renegotiate the terms of this MOU.

IX. TERMINATION

Any of the Parties may terminate this MOU in whole or in part by giving the other Party sixty (60) days' notice, in writing, based on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service; or
- E. Failure of parties to follow District laws, rules, or regulations.

Such termination shall not be deemed a breach of the MOU. Notice shall be effective if delivered to contact persons for each of the Parties, listed below.

X. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

XI. PROCUREMENT PRACTICES ACT

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

XII. 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 the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, as amended by the HIPAA Omnibus Rule of 2013, and all other relevant federal and local statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the originating Agency.

XIII. NOTICES

The following individuals are the contact points for each Party:

DHCF:

Katheryne Lawrence
DCASPMA Manager
DC Department of Health Care Finance
955 L'Enfant Plaza, 5th Floor
Washington, D.C. 20024
Office: (202) 442-8446
E-Mail: katheryne.lawrence@dc.gov

DHS:

Stephanie Bloch
Chief, Strategic Planning and Project Management /
Acting Deputy Administrator, Innovation and Change Management
DC Department of Human Services
64 New York Avenue NE
Washington, D.C. 20002
Office: (202) 497-5058
E-Mail: stephanie.bloch@dc.gov

In the event that any contact person listed above ends his or her employment at any of the Parties, notice will be effective if delivered to the Director of each respective agency.

XIV. RECORDS AND REPORTS

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

XV. COMPLIANCE AND MONITORING

DHCF and DHS may be subject to scheduled and unscheduled monitoring reviews or audits to ensure compliance with all applicable requirements.

XVI. RESOLUTION OF DISPUTES

The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. The decision of the Parties' Directors related to any disputes referred shall be final. 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. In event the Parties cannot resolve a dispute, the matter shall be referred to the District City Administrator. The District City Administrator's decision shall be final.

XVII. MODIFICATIONS

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

XVIII. CONSISTENT WITH LAW

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

IN WITNESS WHEREOF, DHCf and DHS have executed this Memorandum of Understanding as of the day and year written below.

DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH CARE FINANCE

By: 
Wayne Tunstall
Director

Date 8/23/19

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES

By: 
Laura Zeilinger
Director

Date 9/3/19



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



PART I
GENERAL

MOU NUMBER: DHCF DCAS-DHS - Capital

DATE OF MOU: 09/13/2019

SELLER INFORMATION

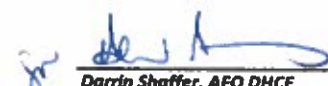
AGENCY: Department of Health Care Finance

NAME OF CONTACT: Darrin Shaffer

ADDRESS: 441 4th Street, NW
Suite 960N
Washington, D.C. 20001

TELEPHONE #: (202) 442-9079

FAX #: (202) 478-1373

AUTHORIZING OFFICER  Darrin Shaffer, AFO DHCF

AGENCY CODE: HTO

DATE: 9/26/19

BUYER INFORMATION


AGENCY: Department of Human Services

NAME OF CONTACT: Bernard Hayden

ADDRESS: 64 New York Avenue, N.E.
6th Floor
Washington, D.C. 20002

TELEPHONE #: (202) 671-4240

FAX #: (202) 265-0380

AUTHORIZING OFFICER  Bernard Hayden, AFO, Department of Human Services



AGENCY CODE: JAO

DATE: 10/01/19

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

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

PART I

MOU NUMBER: _____	
Services: _____	AMOUNT: _____
SELLER INFORMATION	
AGENCY: <u>DEPARTMENT OF HUMAN SERVICES</u>	AGENCY CODE: <u>JA0</u>
NAME OF CONTACT: <u>HAYDEN BERNARD</u>	
ADDRESS: <u>64 New York Ave N.E</u> <u>Washington, DC 20002</u>	
TELEPHONE #: <u>(202) 698-4121</u>	
FAX #: _____	
AUTHORIZING OFFICER: 	<u>2/7/2019</u>
BUYER INFORMATION	
AGENCY: <u>OFFICE OF THE DEPUTY MAYOR OF EDUCATION</u>	AGENCY CODE: <u>GW0</u>
NAME OF CONTACT: <u>Paul Kihn</u>	
ADDRESS: <u>1350 Pennsylvania Avenue NW, Suite 307</u> <u>Washington DC, 20004</u>	
TELEPHONE: <u>202-671-3211</u>	
FAX #: _____	
AUTHORIZING OFFICER:  <u>Paris Saunders, Agency Fiscal Officer</u>	<u>2/11/19</u>

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
OFFICE OF THE DEPUTY MAYOR FOR EDUCATION
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), Buyer Agency, and the Office of the Deputy Mayor for Education (DME), Seller Agency, and collectively referred to as the "Parties".

II. PROGRAM GOALS AND OBJECTIVES

DHS is the District agency responsible for assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. For the purposes of this MOU, FSA is responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services.

DME is responsible for developing and implementing the District Mayor's vision for academic excellence and creating a high quality education continuum from birth to 24 (from early childhood to K-12 to post-secondary and the workforce). The three major functions of the DME include: overseeing a District-wide education strategy, managing interagency and cross-sector coordination and providing oversight and/or support for the following education related agencies.

According to an analysis by DME, students experiencing homelessness have lower in-seat attendance and higher chronic absentee rates than other students. This is especially true of students whose address was a DHS-contracted motel or DC General Family Shelter at the time of the enrollment count day (October 5, 2017).

The case managers, school staff, and residents experiencing homelessness at the DHS shelter sites have identified transportation as a major barrier to school attendance, especially for students who may have fewer transportation options, longer trip durations and multiple bus connections. To address these challenges for the students, DME has committed funding for this transportation pilot program (Program). The Program will provide all families experiencing homelessness in DHS' new Short-Term Family Housing programs with subsidized public transit with the understanding that students should have or be eligible for Kids Ride Free cards. Through random assignment, some families will also receive fuel and rideshare credits.

The purpose of this MOU is for DME to provide funds for DHS to provide additional transportation resources for students whose families are experiencing homelessness in DHS' new Short-Term Family Housing programs.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

DHS shall:

1. Amend its contracts with Short-Term Family Housing providers to require them to administer transportation resources and to participate in the Program.
2. Partner with The Lab @ DC (the "Lab") to conduct a program evaluation during and after the Program. (The Lab is an organizational unit within the District Office of the City Administrator (OCA) that conducts quantitative research to evaluate and inform policy and program decisions. Staff members of the Lab are applied research scientists with expertise in statistics, experimental design, quantitative research methods, and various social science disciplines.) The Program uses a randomized controlled trial to evaluate the impact of providing additional tailored transportation resources to families living in Short-Term Family Housing.
3. Make a final report available to the Buyer that includes information regarding the total funding amount received by the Seller, the year to date expenditures booked to the project and the remaining balance of the funding amount within 30 days after the end of the 2018-2019 school year.

B. RESPONSIBILITIES OF BUYER AGENCY

DME shall:

Transfer one hundred twenty thousand dollars (\$120,000.00) to DHS to cover the costs associated with transportation resources within thirty (30) days of the execution of this MOU.

IV. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from October 1, 2018 through September 30, 2019 unless terminated in writing by the Parties pursuant to Section X of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4), one (1) year Option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Either party shall provide the other

party with written notice of its intent to exercise an option at least thirty (30) business days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

V. LEGAL AUTHORITY FOR MOU

This MOU is being entered into pursuant to D.C. Official Code § 1-301.01(k); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed one hundred twenty thousand dollars (\$120,000.00) for FY 2019.
2. DHS shall be responsible for providing all funding and making all payments to DME for services under this MOU.
3. The District's obligations under this MOU are contingent upon the future availability of appropriated monies with which to make payments. In the event of cancellation of the MOU because of non-appropriation of funds in any fiscal year quarter, there shall be a cancellation ceiling of zero dollars. This shall represent reasonable reproduction and other non-recurring costs, which would be applicable to the services being furnished.

B. PAYMENT

1. Payment for all goods and services shall be made through an Intra-District advance by DME to DHS based on the total amount of this MOU, which shall not exceed one hundred twenty thousand dollars (\$120,000.00) for FY 2019.
2. DHS shall return any excess funds to DME by July 30th of the current fiscal year.
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 District Office of Financial Operations and Systems within the Office of the Chief Financial Officer.

C. ANTI-DEFICIENCY CONSIDERATIONS

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

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

VIII. RECORDS AND REPORTS

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

IX. CONFIDENTIAL INFORMATION

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

X. TERMINATION OF THE MOU

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party.

XI. NOTICE

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

For DMHHS:
Aurora Steinle
Director of Strategic Initiatives
and Performance
Office of the Deputy Mayor for Education
Executive Office of the Mayor
1350 Pennsylvania Avenue, N.W.
Washington, DC 20002
(202) 727-2703
Aurora.Steinle@dc.gov

For DHS:
Jenna Cevasco
Short-Term Family Housing
Program Manager
Family Services Administration
Department of Human Services
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
(202) 255-1031
Jenna.Cevasco@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:


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 12/21/18

FOR THE OFFICE OF THE DEPUTY MAYOR FOR EDUCATION:



Paul Kihn
Acting Deputy Mayor for Education

Date: 1/3/19



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
OFFICE OF THE DEPUTY MAYOR FOR HEALTH AND HUMAN SERVICES
AND
THE DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Office of the Deputy Mayor for Health and Human Services (DMHHS), Seller Agency, and the Department of Human Services (DHS), Buyer Agency, collectively referred to as the "Parties".

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to set forth the terms and conditions under which DMHHS shall hire, train, and supervise two (2) Homeless Encampment Outreach Navigators to support outreach services for District residents experiencing homelessness and residing in encampments.

DMHHS is the office within the Executive Office of the Mayor that supports the Mayor in coordinating a comprehensive system of benefits, goods and services across multiple agencies to ensure that children, youth and adults, with and without disabilities, can lead healthy, meaningful and productive lives.

DHS is the District agency responsible for assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS has two administrations, which include the Economic Security Administration (ESA) and the Family Services Administration (FSA). For the purposes of this MOU, FSA is the Administration within DHS that is responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

DMHHS shall:

1. Identify two (2) homeless encampment navigators to be recruited and assigned

to support the District's homeless outreach services, including crisis response efforts.

2. Conduct trainings specific to the requirements of the position of homeless encampment navigators specified in Attachment B hereto attached and incorporated by reference.
3. Coordinate with the District Department of Behavioral Health (DBH) and other sister agencies and allow homeless encampment navigators to participate in and receive trainings relevant to their job requirements.
4. Supervise the two (2) homeless encampment navigators and provide office space for them at DMHHS.
5. Utilize DHS client information in the Homeless Management Information System (HMIS) to enhance the services provided in preparation for and during an encampment cleanup (e.g. coordination with existing outreach workers with knowledge of the client's needs), and to ensure that culturally competent engagement is provided. Homeless services client information, including HMIS data, will also be used to evaluate trends in encampment locations and sizes over time. HMIS data will not be used to schedule future encampment cleanups.

B. RESPONSIBILITIES OF BUYER AGENCY

DHS shall:

1. Transfer one hundred sixty-five thousand two hundred forty-two dollars and forty-three cents (\$165,242.43) to DMHHS to cover the two (2) homeless encampment navigators within thirty (30) days of the execution of this MOU.
2. Include homeless encampment navigators in applicable DHS trainings.
3. Provide necessary supplies including blankets and water for homeless outreach activities.

C. JOINT RESPONSIBILITIES

DMHHS and DHS shall meet as appropriate to coordinate encampment services, based on an agreed upon schedule.

IV. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from October 1, 2018 through September 30, 2019 unless terminated in writing by the Parties pursuant to Section X of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4), one (1) year Option periods. Option periods may consist of a fiscal year, a fraction

thereof, or multiple successive fractions of a year. Either party shall provide the other party with written notice of its intent to exercise an option at least thirty (30) business days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

V. LEGAL AUTHORITY FOR MOU

This MOU is being entered into pursuant to D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed one hundred sixty-five thousand two hundred forty-two dollars and forty-three cents (\$165,242.43) for FY 2019.
2. DHS shall be responsible for providing all funding and making all payments to DMHHS for services under this MOU. DMHHS shall not be responsible for providing any funding for services under this MOU.
3. Funding for the services shall not exceed the actual cost of the services, based upon the provided cost projection in Attachment A hereto attached and incorporated by reference.
4. The District's obligations under this MOU are contingent upon the future availability of appropriated monies with which to make payments. In the event of cancellation of the MOU because of non-appropriation of funds in any fiscal year quarter, there shall be a cancellation ceiling of zero dollars. This shall represent reasonable reproduction and other non-recurring costs, which would be applicable to the services being furnished.

B. PAYMENT

1. Payment for all goods and services shall be made through an Intra-District advance by DHS to DMHHS based on the total amount of this MOU of one hundred sixty-five thousand two hundred forty-two dollars and forty-three cents (\$165,242.43) for FY 2019.
2. The advance to DMHHS for the services to be performed shall not exceed the amount of this MOU of one hundred sixty-five thousand two hundred forty-two dollars and forty-three cents (\$165,242.43).
3. DMHHS shall bill DHS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. DMHHS shall return any excess funds to DHS by September 30th of the current fiscal year.
4. DMHHS shall notify DHS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the funds will not be billed during the current fiscal year.

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

C. ANTI-DEFICIENCY CONSIDERATIONS

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

VII. COMPLIANCE AND MONITORING

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

VIII. RECORDS AND REPORTS

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

IX. CONFIDENTIAL INFORMATION

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

X. TERMINATION OF THE MOU

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party.

XI. NOTICE

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

For DMHHS:
Jay Melder, Chief of Staff
Office of the Deputy Mayor for Health
and Human Services
Executive Office of the Mayor
1350 Pennsylvania Avenue, N.W.
Washington, DC 20002
(202) 727-7973
jay.melder@dc.gov

For DHS:
Tania Mortensen
Deputy Administrator for Operations
Family Services Administration
Department of Human Services
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
(202) 698-4121
Tania.mortenson@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:

**FOR THE OFFICE OF THE DEPUTY MAYOR FOR HEALTH
AND HUMAN SERVICES:**


Wayne Turnage
Interim Deputy Mayor

Date: 1/4/2019

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zeilinger
Director

Date: 1/2/2019

ATTACHMENT A

Cost Services under MOU

Personnel (PS): Two (2) full-time homeless encampment outreach specialist

Salary (1 1/4; pro-rated): \$118,051.67

Fringe: \$29,630.97

Non-Personnel Support (NPS):

Fleet Share \$10,800.00

Supplies \$2,000.00

Computer \$3,900.00

Cell Phones \$859.80

Total PS: \$147,682.63

Total NPS: \$17,559.80

Total MOU: \$165,242.43

ATTACHMENT B
HOMELESS ENCAMPMENT NAVIGATORS
(OUTREACH) DS-101-11

INTRODUCTION

This position is located within the Office of the Deputy Mayor for Health and Human Services (DMHHS). The incumbent is responsible for working directly with District residents experiencing homelessness and residing in encampments to assist with creative problem solving and help identify other housing arrangements. The incumbent will work closely with other agency partners, referring clients with more complex needs to specialists at the Department of Behavioral Health and the Department of Human Services. The incumbent will also participate in interagency policymaking processes to strengthen the District's homeless services system, and is also responsible for supporting in the coordination of emergency services during times of crisis.

DUTIES AND RESPONSIBILITIES

Performs direct outreach and engagement to individuals experiencing homelessness in encampment locations.

Develops close working relationships with individuals experiencing homelessness in order to identify barriers and needs.

Responsible for developing, implementing, and measuring dynamic and responsive outreach plans targeted to the needs of individuals residing in encampments.

Liaises between individuals experiencing homelessness and District agencies and service providers to move clients forward on a pathway to permanent housing.

Supports the Office of the Deputy Mayor for Health and Human Services in planning for and executing cleanups of public space adjacent to homeless encampments to ensure the safety and health of clients experiencing homelessness.

Contributes to policymaking processes to strengthen supportive services available to individuals experiencing homelessness.

Supports efforts to maintain timely and accurate data about the needs of individuals experiencing homelessness by performing data entry into the Homeless Management Information System (HMIS).

Works with contractors, sub-contractors and partners to coordinate outreach services for consumers.

Assists with developing and maintaining policy and procedural guidelines for outreach services.

Assists with coordination and implementation of the overall response to all emergencies related to unsheltered individuals.

Performs special assignments as assigned.

Performs other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

Knowledge of District of Columbia homeless service system policy, programs and resources.

Proficient in evidence-based engagement techniques.

Aptitude for creative and dynamic problem solving.

Strong emotional intelligence; effective at managing relationships and working closely with agency partners to accomplish shared goals. Skill in communicating precisely and effectively, both orally and in writing.

Ability to provide effective training and technical assistance.

Experience in emergency management and mitigation; familiar with de-escalation techniques.

SUPERVISORY CONTROLS

The incumbent works under the direct supervision of the Program Analyst for Homeless Encampment Response in the Office of the Deputy Mayor for Health and Human Services.

The incumbent is responsible for outlining the objectives and boundaries of assignments, identifying resource needs, and arranging for proper coordination with other agencies and external partners. Incumbent's work is reviewed by accomplishment of assignments, effectiveness of work product, and for compliance with project goals/objectives.

GUIDELINES

Guidelines include District and Department policies, directives and pertinent legislation, court decisions, Federal and local laws, etc.

The incumbent must use sound judgement, ingenuity and analytic ability, relying on a comprehensive knowledge base. Guidelines are complex and often conflicting. Frequently there are no precedents to govern behavior in unusual or sensitive situations and the incumbent must exercise independent judgement in adapting and interpreting existing guidelines.

COMPLEXITY

Assignments involve information related to a broad range of subjects involving complex variables and numerous interrelationships in the areas of public assistance, social services and homeless services.

SCOPE AND EFFECT

The purpose of the work is to provide outreach to individuals experiencing homelessness and residing in encampments in order to successfully support clients towards healthier long-term solutions.

PERSONAL CONTACTS

Contact generally involves meeting with individuals experiencing homelessness and obtaining/sharing information related to the provision of services; advising concerned parties and obtaining necessary information in preparing and completing assignments.

PHYSICAL DEMANDS

Majority of work is performed on streets of the District. Walking, handling and carrying light to moderately heavy objects is required. Work is also performed at night, weekends and at other non-traditional work hours. Work conditions are often challenging and physically demanding. Position requires a valid driver's license and ability to operate vehicles during work hours.

WORK ENVIRONMENT

The work is performed primarily outdoors at encampment locations, and in service centers and shelters in the District. Additionally, the incumbent makes trips to the facilities of contractors, service providers and other District agencies to obtain and/or provide information, conduct oversight and monitoring duties and provide technical assistance.

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

PART I

GENERAL

MOU NUMBER: DMHHS1902

DATE OF MOU: 10/1/2018

SELLER INFORMATION

AGENCY: Office of the Deputy Mayor for Health and Human Services

AGENCY CODE: HGO

NAME OF CONTACT: Joyce Jeter, Agency Fiscal Officer

ADDRESS: 64 New York Ave, NE, 2nd Floor

Washington, DC 20002

TELEPHONE #: 202.671.3211

FAX #: 202.671.2981

AUTHORIZING OFFICER



DATE: 01/29/19

BUYER INFORMATION

AGENCY: The Department of Human Services

AGENCY CODE: JAO

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS: 64 New York Ave, NE, 4th Floor

Washington, DC 20002

TELEPHONE #: 202-671-4240

FAX #: 202-671-4201

AUTHORIZING OFFICER



DATE: 01/10/19

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



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington, DC 20002

TELEPHONE # : (202) 671-4240

FAX # : (202) 671-4203

AUTHORIZING OFFICER *D. Rutherford-Felix*
~~Hayden Bernard, AFO~~

DATE: 03 / 01 / 19

BUYER INFORMATION

AGENCY: District Department of the Environment

AGENCY CODE: KG0

NAME OF CONTACT: Bob Jose - AFO

ADDRESS : 1200 First St., 5th Floor
Washington DC 20002

TELEPHONE # : (202) 535-2512

FAX # : (202) 535-2881

AUTHORIZING OFFICER *Bob Jose*

DATE: 3.5.19

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: To provide SNAP eligible households with energy benefits that maximize the food stamp assistance for which they qualify.

TOTAL: \$ 1,200,000.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	JA0	19	0749	IHNE9	TCA25	4600	4600		IMDDOE/19		
BUYER	KG0	19	0100	100HE	6039A	0050	0504		HEAT00/00		

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____

DISTRICT OF COLUMBIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF ENERGY AND ENVIRONMENT (DOEE)

AND

DEPARTMENT OF HUMAN SERVICES (DHS)

FOR

FISCAL YEAR 2019:

HEAT AND EAT PROGRAM

Contents

I.	INTRODUCTION	1
II.	LEGAL AUTHORITY FOR MOU	2
III.	PROGRAM GOALS AND OBJECTIVES	2
IV.	SCOPE OF SERVICES	2
A.	Responsibilities of DHS	2
B.	Responsibilities of DOEE	3
V.	TERM OF MOU	4
VI.	FUNDING PROVISIONS	4
A.	Cost of Services	4
B.	Payment	4
C.	Anti-Deficiency Considerations	5
VII.	COMPLIANCE AND MONITORING	5
VIII.	RECORDS AND REPORTS	5
IX.	CONFIDENTIAL INFORMATION	5
X.	DISPUTE RESOLUTION	5
XI.	TERMINATION	6
XII.	MODIFICATIONS	6
XIII.	NOTICE	6
XIV.	MISCELLANEOUS – FOLLOW ALL LAWS	7

I. INTRODUCTION

This Memorandum of Understanding and Data Sharing Agreement (MOU) is entered into between the District of Columbia (District) Department of Energy and Environment (DOEE), the buyer agency, and the Department of Human Services (DHS), Economic Security Administration (ESA), the seller agency, collectively referred to herein as the “Parties.” The effective date of this MOU is the first date of the specified term. The execution date of this MOU is the date of the last signature.

DHS ESA is responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, Supplemental Nutrition Assistance Program (SNAP) benefits, and Temporary Assistance for Needy Families (TANF) benefits.

DHS issues SNAP recipients an Electronic Benefit Transfer (EBT) card similar to a bank ATM or debit card to receive and use SNAP benefits. The District’s Office of the Chief

Financial Officer (OCFO) transfers SNAP benefits onto SNAP recipients' EBT cards through a contract with eFunds Corporation.

DOEE is the District agency that is responsible for administering the Low Income Home Energy Assistance Program (LIHEAP) in the District to assist eligible low-income District households with energy assistance to offset costs for electric, natural gas, and heating oil utility bills.

This MOU provides for payment of energy assistance benefits to SNAP recipients.

II. LEGAL AUTHORITY FOR MOU

The authority for this MOU is D.C. Official Code § 1-301.01(k) (District agency orders from other departments, at actual cost).

The authority for this MOU also includes: the federal Agricultural Act of 2014, effective February 7, 2014 (Pub. L. No. 113-79; U.S.C. § 2014); the Food and Nutrition Act of 2008, effective October 1, 2008 (Pub. L. No. 110-246; 7 U.S.C. §§ 2011, *et seq.*), as amended, (which authorizes the SNAP program; formerly known as the Food Stamp Program); the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §§ 4-205.01, *et seq.*), as amended; the Food Stamp Expansion Act of 2009, effective March 3, 2010 (D.C. Law 18-111; D.C. Official Code §§ 4-261.01, *et seq.*), as amended; D.C. Official Code § 8-171.03; the Data-Sharing and Information Coordination Amendment Act of 2010, effective December 4, 2010 (D.C. Law 18-273; D.C. Official Code §§ 7-241, *et seq.*), as amended, and accompanying regulations at 29 DCMR §§ 3000, *et seq.* (the Data Sharing Act); the Low Income Energy Assistance Act of 1981, effective August 13, 1981 (Pub. L. No. 97-35; 42 U.S.C. § 8624(f)(2)(A)), as amended; and any other applicable District and federal laws and regulations.

III. PROGRAM GOALS AND OBJECTIVES

The goal of this MOU is to administer the Heat & Eat program in order to provide SNAP-eligible households with energy benefits that maximize the food stamp assistance for which they qualify.

This MOU also provides for the effective and efficient transfer of locally appropriated dollars to DHS to provide the \$20.01 LIHEAP payment for qualifying households.

IV. SCOPE OF SERVICES

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

A. Responsibilities of DHS

DHS shall:

1. Transmit to DOEE, on a monthly basis, an electronic file of SNAP heads of household

who DHS determines to be potentially eligible Heat and Eat Program participants. The file shall include the following SNAP recipient information:

- a. Name;
 - b. Social Security Number;
 - c. Residence Address;
 - d. Mailing Address;
 - e. Telephone Number; and
 - f. SNAP (Food Stamp) Case Number.
2. At the beginning of each month, forward an electronic file of the approved Heat and Eat Program participants identified by DOEE according to Section B, just below, to the OCFO Office of Finance and Treasury's (OFT) EBT contractor, eFunds Corporation, with instructions to credit indicated amounts to each SNAP recipient's EBT card to produce a minimum payment of \$20.01.
 3. Follow the requirements of the Fiscal Year (FY) 2019 MOU between DHS and OCFO/OFT, which DHS will provide to DOEE upon execution.
 4. Store data that will enable DHS to track issued payments, and share such data with DOEE for reporting purposes. Save all subsequent DOEE monthly Heat and Eat Program payment files in this same database.
 5. Advise DOEE of likely unused funds, if any, and, return unused funds to DOEE.
 6. For the administrative charges related to this MOU:
 - a. Determine those costs by working with Fidelity National Information Services, Inc. (FIS), the parent company of eFunds Corporation, the EBT provider for the District, and OCFO; and
 - b. Invoice the determined administrative costs to DOEE.
 7. Inform SNAP recipients who received a \$20.01 payment, of the payment and how it may be used.
 8. Provide a final report to DOEE within thirty (30) days of the close of FY 2019 that includes the number of LIHEAP Heat and Eat recipients served, the total funds distributed, and the total administrative costs associated with the payments.
 9. Monitor the number of Heat and Eat recipients.
 10. Work with DOEE to develop a document detailing operations within thirty (30) days of execution of this MOU.

B. Responsibilities of DOEE

DOEE shall:

1. Determine those persons who are eligible for a Heat and Eat payment pursuant to D.C. Official Code § 4-261.03.
2. Provide DHS with an electronic file(s) that identifies for the term of this MOU:
 - a. All regular and emergency LIHEAP benefit recipients; and
 - b. All Heat and Eat Program payments issued or authorized.
3. Provide DHS with an electronic file(s) that identifies all Heat and Eat Program participants who have been, during the term of this MOU, approved for a payment by DOEE.
4. Cover the cost of DHS' making the indicated Heat and Eat Program's \$20.01 payments, including the \$20.01 payment itself and the DOEE-agreed actual administrative costs of making the payment.
5. Transmit the funds that cover the costs.
6. Work with DHS to develop a document detailing operations within thirty (30) days of execution of this MOU.

V. TERM OF MOU

The term of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to expiration.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for DHS services shall not exceed one million two hundred thousand dollars and zero cents (\$1,200,000.00) for FY 2019.
2. In the event of termination of this MOU, payment to DHS shall be held in abeyance until all required fiscal reconciliation is complete, but not longer than September 30 of the current fiscal year. If this MOU is terminated prior to expiration, DHS shall return any unspent funds to DOEE within thirty (30) days of the termination.

B. Payment

1. Payment in the full amount shall be made through an Intra-District advance by DOEE to DHS.
2. The seller agency shall be responsible for any amounts ultimately disallowed by an audit or federal government review.
3. Payment shall not exceed the actual cost of the goods and/or services, including labor, materials, and overhead.

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 availability of funds and the provisions of: (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code); and, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District funds, the seller agency shall be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

The seller agency shall maintain records and receipts for the expenditures of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District's request, make these documents available for inspection by duly authorized District representatives as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

- A.** The Parties shall 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.
- B.** The Parties shall use the data obtained pursuant to this MOU solely to accomplish their obligations under this MOU.
- C.** The Parties shall take appropriate legal action against any unauthorized use or disclosure of the data.
- D.** Each Party shall safeguard and protect the data obtained pursuant to this MOU from loss and unauthorized disclosure to third parties, and follow the notification protocols for security breaches set forth in the Data-Sharing and Information Coordination Amendment Act of 2010, D.C. Official Code § 7-244.

X. DISPUTE RESOLUTION

The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a

financial matter, the matter shall be referred to the OCFO for resolution.

XI. 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.

XII. MODIFICATIONS

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

XIII. NOTICE

All notices must be in writing and may be delivered by electronic means. The following individuals are the contact points for each Party under the MOU:

For DOEE:

Taresa Lawrence, Deputy Director
Energy Administration
Department of Energy and Environment
1200 First Street, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 671-3313
Email: Taresa.Lawrence@dc.gov

For DHS:

Brian Campbell, Esquire
Special Assistant
Economic Security Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 698-3902
Email: Brian.Campbell@dc.gov

Filename: 02 mou heat and eat 2019.doc

XIV. MISCELLANEOUS – FOLLOW ALL LAWS

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

The Parties agree to this MOU, as follows:

FOR THE DEPARTMENT OF ENERGY AND ENVIRONMENT:

for William Hoarberg
Tommy Wells
Director

12-26-18
Date

Beth Mullin by Ah)
Beth Mullin, Deputy General Counsel
for Legal Sufficiency

12-24-18
Date

FOR THE DEPARTMENT OF HUMAN SERVICES:

Laura Green Zeifinger
Laura Green Zeifinger
Director

12/11/18
Date

[Redacted]

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

[Redacted]

PART I
GENERAL

MOU NUMBER: _____

DATE OF MOU: 10 / 01 / 18

SELLER INFORMATION

AGENCY: Department of Employment Services (DOES)

AGENCY CODE: CFD

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS: 4058 Minnesota Avenue, N.E., Suite 5700

Washington, D.C. 20019

TELEPHONE #: 202-727-5145

FAX #: _____

AUTHORIZING OFFICER 
Natalie Mayers, AFO, DOES

DATE: 10/30/18

BUYER INFORMATION

AGENCY: Department of Human Services (DHS)

AGENCY CODE: JAO

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS: 64 New York Avenue, 4th Floor

Washington, D.C. 20002

TELEPHONE #: 202-671-4240

FAX #: _____

AUTHORIZING OFFICER 
AFO, DHS

DATE: 11/02/18

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

Buyer's initials: _____

Seller's initials: _____

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

REQUESTED DATE: 10 / 29 / 18 GRAND TOTAL: \$ 12,768.68

GOOD/ SERVICE:

FY2019 WIOA Infrastructure Agreement (IFA)

SUB-TOTAL: \$ 12,768.68

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT
BUYER	JA0	19	APEMD	TE115	0409	0409					12,768.68
SELLER	CF0	19	IFAHS	49000	4600	4600			IFADHS/19		12,768.68

GOOD/ SERVICE:

REQUESTED DATE:

SUB-TOTAL:

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT
SELLER											
BUYER											

GOOD/ SERVICE:

REQUESTED DATE: ___ / ___ / ___

TOTAL:

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT
SELLER											
BUYER											

IFA & SHARED SYSTEMS ALLOCATION COSTS PER REQUIRED PROGRAM

DC Agency	Partner Program	FY19 Budget for AIC	Total Shared											
			Telephone	Energy & Comm	Security	Occupancy	Rental Land Structures (Backus)	Total IFA Contribution	System Cost Contribution	Grand Total				
DOES			Total Estimated Annual Hours	Percentage Share										
	WIOA -Adult		35,360	24.08%	\$ 24,297.44	\$ 13,424.20	\$ 129,233.60	\$ 41,957.83	\$ 49,711.73	\$ 258,624.80	\$ 9,134.04	\$ 267,758.84		
	WIOA -Dislocated Worker		29,120	19.83%	\$ 20,009.65	\$ 11,055.23	\$ 106,427.67	\$ 34,553.51	\$ 49,711.73	\$ 221,757.79	\$ 7,833.28	\$ 229,591.07		
	WIOA -Youth		2,080	1.42%	\$ 1,429.26	\$ 789.66	\$ 7,601.98	\$ 2,468.11	\$ -	\$ 12,289.00	\$ 529.96	\$ 12,818.96		
	Wagner-Peyser Act ES		39,520	26.92%	\$ 27,155.96	\$ 15,003.52	\$ 144,437.55	\$ 46,894.05	\$ 62,139.66	\$ 295,630.74	\$ 10,169.61	\$ 305,800.35		
	Unemployment Insurance Compensation Programs		20,800	14.17%	\$ 14,292.61	\$ 7,896.59	\$ 76,019.76	\$ 24,681.08	\$ 37,283.80	\$ 160,173.84	\$ 5,419.58	\$ 165,593.42		
	IVSG programs (VETS)		6,240	4.25%	\$ 4,287.78	\$ 2,368.98	\$ 22,805.93	\$ 7,404.32	\$ 12,427.93	\$ 49,294.95	\$ 1,729.48	\$ 51,024.42		
	UDC Perkins (OSSE provides pass thru funding only)		1,664	1.13%	\$ 1,143.41	\$ 631.73	\$ 6,081.58	\$ 1,974.49	\$ 2,485.59	\$ 12,316.79	\$ 422.98	\$ 12,739.77		
	OSSE Title II		1,338	0.91%	\$ 919.37	\$ 507.95	\$ 4,889.97	\$ 1,587.61	\$ 2,019.54	\$ 9,924.44	\$ 335.65	\$ 10,260.09		
	DDS Title IV		8,736	5.95%	\$ 6,002.90	\$ 3,316.57	\$ 31,928.30	\$ 10,366.05	\$ 12,427.93	\$ 64,041.75	\$ 2,220.87	\$ 66,262.62		
	DHS TANF		1,664	1.13%	\$ 1,143.41	\$ 631.73	\$ 6,081.58	\$ 1,974.49	\$ 2,485.59	\$ 12,316.79	\$ 451.89	\$ 12,768.68		
	Job Corp		300	0.20%	\$ 206.14	\$ 113.89	\$ 1,096.44	\$ 355.98	\$ 597.50	\$ 2,369.95	\$ 75.73	\$ 2,445.68		
	Total		146,822	100.0%								\$ -		

¹ The total estimated annual hours were computed using information provided by each of the partner programs. The weekly hours for each agency staff person or third party provider at each American Job Center (AJC) location were annualized and the proportionate share of FY19 budgeted AIC expenditures were allocated to each partner program. The Backus rental costs were only allocated amongst partner programs with a co-location presence in this specific AJC.

Each partner program with a virtual presence in the AIC should inform the Workforce Investment Council (WIC) and the OCFO-DOES of its In-Kind Contribution.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

1. Parties and Purpose

This Memorandum of Understanding (MOU) is entered into between the Mayor of the District of Columbia (the District), who is its Chief Elected Official, the District of Columbia Workforce Investment Council (DC WIC), the District of Columbia Department of Human Services (DHS), a one-stop partner (Partner), and the District of Columbia Department of Employment Services (DOES)/ Office of the Chief Financial Officer (OCFO) as the Fiscal Agent for the Agreement on Resource Sharing (Attachment C), with responsibility for allocating funds in accordance with policies set by the DC WIC, collectively referred to herein as the "Parties." For the purpose of this MOU, "partner" is defined as "any District agency or local provider that has signed an MOU with DC WIC and the Mayor's Office for the purpose of AJC operation under WIOA," including but not limited to the District agencies and local providers identified in this Section 5 of this MOU.

The Parties to this MOU seek to document the basis for cooperation, collaboration, and alignment, including resource sharing, pertaining to the operation of the American Job Centers (AJCs) of Washington, DC (also referred to as DCAJCs), which function as the one-stop workforce development service delivery system for the District, and to meet the requirements listed in Section 3 of this Agreement.

The purpose of this MOU is to:

- Define the roles and responsibilities of DC WIC and DHS, as they relate to the operation and continued development of the local workforce system, which consists of all Workforce Innovation and Opportunity Act (WIOA) required one-stop partner programs listed in Section 5 of this Agreement, and is led by District's network of AJCs.
- Coordinate resources and avoid duplication of effort and expenditures.
- Ensure the effective and efficient delivery of AJC and partner services for customers.
- Enhance the workforce system and AJC services to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish coordinated processes and procedures that will, ultimately, enable partners to align and integrate programs and activities across the workforce system.

This document ensures compliance with the federal Workforce Innovation and Opportunity Act



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

(Pub. L No. 113-128) and its implementing regulations, and provides the framework to achieve shared goals between the Parties to this MOU and among other workforce development system partners in the District, with regard to providing comprehensive, seamless, customer-focused delivery of employment, training and related services.

2. Background

On July 22, 2014, President Obama signed WIOA into law. WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.

In June 2016, the U.S. Department of Labor and the U.S. Department of Education issued final regulations to implement WIOA. The regulations clarify the need and expectation to modernize the nation's workforce system and represent an integrated, job-driven approach to support communities and expand job growth.

The regulations reaffirm the role of the one-stop delivery system as the cornerstone of public workforce development programs and require organizations managing and operating federal partner programs to collaborate to support a seamless customer-focused service delivery network. The regulations further require that programs and providers co-locate, coordinate, and/or otherwise integrate resources, activities and information, so that the system as a whole is accessible for individuals and businesses alike. The ultimate goal of the system is to increase the long-term employment and earnings outcomes for individuals seeking services, especially those with significant barriers to employment.

As indicated, this MOU is an agreement developed and executed by the DC WIC, the Mayor, and DHS relating to the operation of the one-stop delivery system. As the management of the American Job Center network is the shared responsibility of the WIC, the Mayor, WIOA core program partners, the required one-stop partners, other (optional) one-stop partners, and American Job Center Operator (also referred to the One-Stop Operator), the U.S. Department of Labor and other federal agencies expect partners in local workforce systems to work together in developing an MOU that demonstrates the spirit and intent of WIOA, thereby ensuring the successful integration and implementation of partner programs in American Job Centers.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

The District's State Plan

In March 2016, the District submitted a Unified State Plan to the U.S. Departments of Labor and Education detailing how it will use the new law to create an innovative, comprehensive plan to move the city forward. The District's State Plan lays out specific strategies and operational components for overall workforce system improvements, focusing on five key areas: system alignment, access, performance, business alignment, and youth services. There is special attention paid toward high-growth industries to ensure that DC residents are prepared for the jobs of today and of tomorrow.

Implementation of WIOA within the District

The District is taking a phased approach to WIOA implementation over four years (2015 through 2018), prioritizing key decisions and activities described in the District's Unified State Plan and incorporating federal guidance. Over the course of a multi-phased plan, DC WIC continues to work toward and achieve key milestones, including but not limited to: preparing and obtaining approval of the Unified State Plan; harnessing the knowledge of stakeholders through WIOA Working Groups to inform system development; developing a WIOA-compliant policy manual; procuring a WIOA-mandated One-Stop Operator; developing and executing MOUs; and implementing an AJC certification system.

3. WIOA Requirements and References

WIOA prescribes the following with regard to partners and MOUs

- WIOA Section 121(c) requires that DC WIC develop and enter into a memorandum of understanding with the AJC/one-stop system partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into an MOU with DC WIC pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the partner programs and requires that the services and activities under each program be made available through and/or in connection with the local AJC system. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the District are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each core partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs, as determined by an analysis of benefit to the partner program.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the local workforce system and that participation in the AJC system is in addition to other requirements applicable to each partner's program under each authorizing law.

4. DC WIC – Roles and Responsibilities

The DC WIC, which has oversight of federal workforce funding and programming, is a private-sector led board responsible for advising the Mayor, Council, and District government on the development, implementation, and continuous improvement of an effective workforce investment system. Members of the WIC, include representatives from the private sector, government officials, organized labor, youth and community groups, and organizations with workforce investment experience. The WIC also convenes and leads system stakeholders to ensure workforce programs and initiatives align with business needs. The Workforce Investment Council functions as the District's State and local workforce development board in accordance the requirements of WIOA.

DC WIC is responsible for: coordination of partners within the District's workforce system in accordance with WIOA; building partnerships, including those with businesses; convening a leadership team comprised of system partners; aligning and coordinating programs; overseeing the quality and continuous improvement of the workforce system; and certifying AJCs. Some of the foregoing responsibilities will be assigned to a One-Stop Operator competitively procured by the DC WIC.

In addition, WIOA Section 107 requires DC WIC to:

- Develop a State Workforce Plan and coordinate its implementation across the system partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker and leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Coordinate the delivery of core WIOA programs through the one-stop service delivery system.

DC WIC acts on behalf of the District to oversee WIOA Title I resources. Furthermore, DC WIC commits to the adoption of strategies to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

5. Core Partners and Other One-Stop Partner Programs

WIOA describes core partner programs, required one-stop/AJC partner programs and additional one-stop/AJC partner programs.

Core Partners: WIOA calls for strengthening the alignment of core workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The core workforce programs under WIOA include:

- Adult, Dislocated Worker and Youth Programs (Title I of WIOA)
- Adult Education and Family Literacy Act Program (Title II)
- Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III)
- Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV)

One-Stop/AJC Partner Programs: WIOA identifies the required one-stop partner programs. Generally, the entity that carries out the program serves as the one-stop partner. This may be the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in a local area. Carrying out a program or activity means that the partner is providing any of the services its grant, contract, or program requires.

The District's one-stop/AJC partner programs, which include the core partners' programs and administrators/providers are:



Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019

	<i>One-Stop/AJC Partner Program</i>	<i>District Agency/Local Provider</i>
U.S. Department of Labor Programs		
1.	Adult (<i>WIOA title I formula</i>)	Department of Employment Services
2.	Dislocated Worker (<i>WIOA title I formula</i>)	Department of Employment Services
3.	Youth (<i>WIOA title I formula</i>)	Department of Employment Services
4.	YouthBuild (<i>WIOA title I</i>)	YouthBuild PCS
5.	Job Corps (<i>WIOA title I</i>)	Potomac Job Corps Center – Exceed Corporation
6.	Senior Community Service Employment Program (title V of the Older Americans Act of 1965)	Department of Employment Services
7.	Trade Adjustment Assistance activities (Trade Act of 1974, as amended)	Department of Employment Services
8.	Jobs for Veterans State Grants (Chapter 41 of title 38)	Department of Employment Services
9.	Unemployment Compensation programs	Department of Employment Services
10.	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA title III	Department of Employment Services
U.S. Department of Education Programs		
11.	Adult Education and Family Literacy Act (AEFLA) program (WIOA title II)	Office of the State Superintendent of Education
12.	State VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV	Department on Disability Services
13.	Career technical education programs at the postsecondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Office of the State Superintendent of Education
U.S. Department of Health and Human Services Programs		
14.	Programs authorized under the Social Security Act title IV, part A (Temporary Assistance for Needy Families (TANF))	Department of Human Services
15.	Community Services Block Grant	Department of Human Services



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

	Employment and Training activities (Community Services Block Grant Act)	
<i>U.S. Department of Housing and Urban Development Programs</i>		
16.	Employment and training programs	District of Columbia Housing Authority

Additional One-Stop/AJC Partner Programs: WIOA indicates that, with the approval of the local workforce board and the Chief Local Elected Official, other appropriate Federal, State or local programs may become partners in the local workforce system. In the event that the DC WIC and the Mayor approve the addition of other partners, MOUs will be developed with each.

6. The District's American Job Centers

The following locations comprise the District's network of AJCs:

Comprehensive Center: 4058 Minnesota Ave., NE Washington, DC 20019	Affiliate Center: 2330 Pomeroy Road, SE Washington, DC 20020
---	---

Affiliate Center: 5171 South Dakota Ave., NE Washington, DC 20017	Affiliate Center: 2000 14th St., NW, 3rd Floor Washington, DC 20009
--	--

7. System Access via the Internet

DC WIC shall work with the District's Department of Employment Services (DOES) (to ensure on-going operation of the AJC customer access website: dcnetworks.org, which provides resources for job seekers and businesses. In addition, all partners are encouraged to promote the system and the full range of other partners via their websites through hyperlinks and information about system programs.

8. Service Delivery

The District's workforce system and AJC network has been established by DC WIC in accordance with WIOA and the Unified State Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the workforce



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

development delivery system. The State Plan further identifies programs that must be accessible through the AJC system. Attachment A, AJC and One-Stop System Services, which describes services available at AJCs and serves as the framework for system service delivery in the District, is hereto attached and incorporated by reference.

In all centers, Basic and Individualized Career Services are provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve the plan, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided to job seekers also aligns with the needs of the District's employers for recruiting, training and retaining talent and supports career pathways for job seekers. The DC WIC is responsible for coordinating these activities to assure the desired outcomes.

Attachment B, Shared System Services/Roles and Responsibilities which describes the ways in which DHS supports the AJCs and overall workforce system services is hereto attached and incorporated by reference.

9. General Partner Responsibilities

The parties agree to work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the workforce system. In addition, the parties agree to:

- Continuous partnership building.
- Participate in continuous improvement activities.
- Making available to customers, through the AJCs, the services that are applicable to partner's programs.
- Participating in the operation of the AJC system, consistent with the terms of the MOU, the Unified State Plan and requirements of applicable law.
- Participating in staff capacity-building and development, including but not limited to cross-training between partner staff.
- Developing, offering and delivering quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, retaining and developing talent for the regional economy.

Specific responsibilities of DHS are described in Attachment B.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

10. DHS Programs and Services

DHS is committed to delivering services through and in connection with the AJC system in accordance with WIOA, the Unified State Plan and DC WIC policies, as applicable. DHS programs covered by this commitment and MOU include:

- Temporary Assistance for Needy Families (TANF) authorized by Title IV, Part A of the Social Security Act of 1935 effective August 14, 1935 (Pub. L. No. 74-271, 42 U.S.C. Ch. 7).
- Employment and Training activities authorized by the Community Services Block Grant Act (CSBG) of 1998, effective October 27, 1998 (Pub. L. No. 105-285, 42 U.S.C. §§ 9901, *et seq.*), as amended.

Further information on the role of DHS is outlined at Attachment B.

11. Methods for Referring Customers

The referral process includes a commitment of the Parties to the MOU and all other AJC/one-stop partners to implement processes for the referral of customers to services provided on-site at the AJCs and at other locations. At a minimum, the referral process between the AJCs and the one-stop partners shall:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding AJC programs, services, activities and resources shall be made available to all customers as appropriate.
- Describe how customer referrals are made electronically, through traditional correspondence, verbally, or through other means determined in cooperation with partners and operators.
- Describe how each AJC partner will provide a direct link or access to other AJC partner staff that can provide meaningful information or service, through the use of colocation, cross training of AJC staff, or real-time technology (two-way communication and interaction with AJC partners that results in services needed by the customer).
- Strive to share referral information among the AJCs and each individual partner under a process to be defined by the One-Stop Operator.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

12. System Accessibility and Inclusiveness

The District's AJC system is designed to be universally accessible, customer-centered and able to offer training and related resources that are driven by the needs of the local economy. The DC WIC is committed to ensuring high quality services for job seekers of all skill levels, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, and individuals with low basic skills.

Through this MOU, the DC WIC and DHS commit to working together to focus efforts and resources to ensure the needs of job seekers and workers with barriers to employment are effectively addressed in the AJC system. This necessitates that the Parties work together to prioritize services and increase outreach to individuals with barriers to employment, a group that includes members of the following populations:

- Low-income persons
- Basic skills deficient
- Returning citizens
- Individuals with disabilities
- English language learners
- Homeless persons
- Public housing residents
- Public assistance recipients
- Youth disconnected from school and/or work
- Others with significant barriers to employment

13. Equal Opportunity

The Parties agree to comply with all applicable federal and local nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by District, other partner agencies and the DC WIC regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

14. Resource Sharing

In accordance with WIOA Section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and AJC infrastructure costs. Attachment C, Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services, identifies the specific infrastructure/shared costs and the method by which those costs will be supported by DHS in accordance with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. (Hereto attached and incorporated by reference.) The DC WIC is responsible for managing the Infrastructure Funding Agreement, which is part of the Agreement on Resource Sharing, as well as collecting and disbursing the shared resources outlined within the Agreement.

15. Appeals

If an AJC/one-stop partner and the DC WIC cannot reach agreement on contribution to infrastructure costs, the matter will be referred for resolution to the Mayor, the decision of whom will be final.

16. Confidentiality Requirements and Development of Data Sharing Strategies

WIOA, the DC WIC and the Unified State Plan support alignment and integration of programs and services to better serve common customers. Sharing customer service-level data between partner organizations is a goal of the system. In furtherance of this goal, DHS commits to work with DC WIC and other system partners to identify strategies and approaches to data sharing. The data sharing agreement that the District Department of Employment Services (DOES) currently has in place with other District agencies, including the Office of the State Superintendent of Education (OSSE), can provide a foundation for development of data sharing arrangements across all partners within the local workforce system.

The Parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Family Literacy Act, the District of Columbia Public Assistance Act, the Personal Responsibility and Work Opportunity Reconciliation Act, and any other applicable requirements of the District or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provision of services.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

When required under applicable law, a release of information shall be obtained from the customer before sharing confidential protected information. In carrying out its respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

17. Term and Renewal

The performance under this MOU shall commence on October 1, 2018, and shall terminate on September 30, 2019, unless previously terminated or updated pursuant to the terms of this MOU. The MOU may be extended for up to two additional one-year terms upon agreement from all parties. The MOU shall be reviewed and renewed not less than once every three years.

18. Modifications, Amendments and Termination

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all parties in an Amendment to this MOU, properly executed and approved in accordance with applicable law and fiscal requirements.

The MOU will remain in effect in accordance with the expressed term, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- A party breaches any provision of this MOU and such breach is not resolved within thirty (30) days of receiving written notice from DC WIC. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

Any party may request to terminate its inclusion in this MOU by providing written notice to all other parties.

19. Anti-Deficiency Considerations

The Parties acknowledge and agree the District is not authorized to make any obligations in advance or in the absence of lawfully available appropriations and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2007), (iii) D.C. Official Code § 47-105 (2005), and (iv) D.C. Official Code § 1-204.46 (2007 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

20. Point of Contact

The main point of contact for the MOU is:

Executive Director
DC Workforce Investment Council
2235 Shannon Pl., SE, Suite 3031
Washington, DC 20020

21. Attachments to the MOU

The following attachments are incorporated into the MOU:

- A. AJC and One-Stop System Services
- B. DHS – Shared System Services/Roles and Responsibilities
- C. Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services




**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

22. Signatures

The individuals signing below have the authority to commit the party they represent to the terms of this MOU and do so commit by signing:

Executive Director, Workforce Investment Council

Todd Lang		10/12/18
Name	Signature	Date

Director, District of Columbia Department of Human Services

Laura Green Zeilinger		10/15/18
Name	Signature	Date

Director, Department of Employment Services

Unique Morris-Hughes		10/15/18
Name	Signature	Date



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

ATTACHMENT A

AJC and One-Stop System Services

**Workforce Innovation and Opportunity Act
One-Stop Delivery System Memorandum of Understanding**

One-Stop System Services

WIOA establishes two levels of employment and training services for adults and dislocated workers: career services and training services.

Career Services: Career services for adults and dislocated workers are available at all DCAJCs. U.S. DOL has identified three types of career services:

- Basic career services;
- Individualized career services; and
- Follow-up services

Basic Career Services: Basic career services must be made available and, at a minimum, must include the following:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including worker profiling), and orientation to information and other services available through the local workforce system;
- Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs;
- Labor exchange services, including:
 - job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information on nontraditional employment and in-demand industry sectors and occupations; and
 - appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the local workforce system;



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas;
- Provision of performance information and program cost information on eligible providers of training services by program and provider type;
- Provision of information, in usable and understandable formats and languages, about how the Board¹ is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce system;
- Provision of information, in usable and understandable formats and languages, relating to the availability of support services or assistance, and appropriate referrals to those services and assistance;
- Provision of information and assistance regarding filing claims for unemployment compensation, by which the Board must provide assistance to individuals seeking such assistance.
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services: Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These include the following services:

- Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated workers; Section 134(c)(2) and (c)(3) list the required local employment and training activities. To satisfy some of these requirements, the use of assessments is necessary. To avoid duplication of services, WIOA allows the use of previous assessments from another education or training program. The previous assessments must be determined to be appropriate by AJCC representatives and must have been completed within the previous six months
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information regarding eligible training providers;

¹ Within the District, the DC WIC.



**Memorandum of Understanding
Between**

**The Mayor of the District of Columbia
and**

**The District of Columbia Workforce Investment Council
and**

**The District of Columbia Department of Human Services
For Fiscal Year 2019**

- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experience that are linked to careers;
- Workforce preparation activities;
- Financial literacy services as described in WIOA §129(b)(2)(D);
- Out-of-area job search and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow-up Services: These services must be made available, as appropriate (including counseling regarding the workplace) for participants in adult or dislocated worker activities that are placed in unsubsidized employment for a minimum of 12 months after the first day of employment.

Training Services: WIOA is designed to increase participant access to training services. Training services are provided to equip individuals to enter the workforce and retain employment. Examples of training services include:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training (OJT), including registered apprenticeship;
- Incumbent worker training in accordance with WIOA §134(d)(4);
- Workplace training and cooperative education programs;
- Private sector training programs;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs in accordance with WIOA §134(d)(5);
- Job readiness training provided in combination with other training described above;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, in combination with training; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

WIOA clarifies that there is no sequence of service requirement in order to receive training. However, DOL has indicated that, at minimum, to be eligible for training, an individual must



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

receive an interview, evaluation, or assessment and career planning or any other method through which the one-stop operator/partner can obtain enough information to make an eligibility determination for training services. Where appropriate, a recent interview, evaluation, or assessment may be used for the assessment purpose.

Business Services: The District's AJCs are part of a business-focused system. Examples of system services to serve business customers include:

- Customized screening and referral of qualified participants in training services to employers
- Customized employment-related services to employers, employer associations, or similar organizations on a fee-for-service basis that are in addition to labor exchange services available to employers under the Wagner-Peyser Act
- Work-based learning activities, including incumbent worker training, Registered Apprenticeship, transitional jobs, on-the-job training, and customized training.
- Activities to provide business services and strategies that meet the workforce investment needs of employers, as determined by the Board and consistent with the local plan.



**Memorandum of Understanding
Between**

The Mayor of the District of Columbia

and

The District of Columbia Workforce Investment Council

and

The District of Columbia Department of Human Services

For Fiscal Year 2019

ATTACHMENT B

**District of Columbia Department of Human Services (DHS):
Shared System Services/Roles and Responsibilities**

The mission of DHS is to empower all District residents to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. To fulfill this mission, the agency administers dozens of specialized programs and services. Among these are two WIOA-required partner programs: Temporary Assistance for Needy Families (TANF) and the Community Service Block Grant (CSBG).

DHS has implemented a TANF Employment Program (TEP) that provides clients with an in-depth assessment to determine barriers to employment. Those identified as job ready participate in "job placement services," which consist of activities designed to prepare them for job search and employment. Customers with fewer skills, less work experience and a greater number of barriers need more assistance and are assigned to "work readiness" activities, which may include both basic skills and vocational training. TEP services are provided by organizations with which DHS contracts on a performance basis. Customers engaged in both the "job placement" and "work readiness" categories are likely to benefit from AJC services, particularly as they begin job search. DHS currently works with DOES, which operates the AJCs, under the Learn, Earn, Advance, Prosper (LEAP) program administered by DOES, which provides District residents with opportunities to "earn and learn" in both the government and private sectors. The "Earn and Learn" program provides participants with opportunities to "earn" a salary, while they "learn" new skills.

DHS is the agency responsible for the management, administration and oversight of the CSBG program in the District. The objective of CSBG is to address the causes of poverty by implementing programs and services that empower low-income families and individuals, revitalize low-income communities and improve the economic self-sufficiency of low-income customers. United Planning Organization is the designated Community Action Agency for the District of Columbia, and represents a city-wide network of community and faith-based, not-for-profit organizations that helping to create, coordinate and deliver CSBG programs and services. The targeted program priority areas are as follows: employment, education, income management, housing, emergency services, nutrition, self-sufficiency and health. Many CSBG clients are likely to benefit from the services of the District's AJC and other one-stop partner programs.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

The following information summarizes DHS's role within the District's one-stop/AJC system:

- Shared System Design and Access
- Shared System Knowledge
- Shared Services and Customers

Shared System Design and Access

With regard to system design and access, the system partners and DC WIC agree to use of the following terms to characterize the participation of the DHS and other partners within the local AJC system:

- **Co-Location:** A full- or part-time physical presence by one or more partner representatives at one or more of the District's AJCs.
- **Electronic Connection:** Providing AJC customers direct linkages to partner services to through use of various web-based technology applications, along with using web connections to provide partners' customers access to the AJCs and system partner information and services.

DHS shall, principally, participate in the system through electronic connection, including using hyperlinks on its own website to link participants to the AJCs and to system partners' websites. In addition, DHS customers may use dcnetworks.org to access system information and services. DHS advises all TEP contractors to ensure that participants are registered in and may use of dcnetworks.org.

DHS representatives may periodically have staff on site at the AJCs to determine eligibility and to provide guidance and support to TANF clients using centers. DHS representatives regularly refer TANF clients and other customers to the AJCs for services.

Shared System Knowledge

DHS agrees to participate in cross training partner program staff to increase system capacity. This shall include:

- Providing content to be used in training of partner managers and staff about the programs and services offered by DHS. Such content will, at a minimum, include information about types



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

of services offered; program and service eligibility requirements; application processes; and information on outcomes.

- Assisting with the delivery of training, which may include providing content suitable for electronic media format (e.g. PowerPoint, on-line video) or in-person or webcast presentations to partner representatives.
- Participating in training developed and/or provided by all District one-stop system partner agencies listed in Section 5 of the MOU. Such participation may occur through attendance at in-person sessions or by viewing web-based content.

Shared Systems and Customers

As a partner in the District's workforce development delivery system and with its network of AJCs, DHS is committed to working with the DC WIC, DOES (which operates the AJCs), and the full range of system partners to devise, implement and continuously improve workforce strategies benefitting residents and businesses in Washington, DC. As an extension of this commitment, DHS agrees to participate in meetings and activities organized by the One-Stop Operator, which is contracted by the WIC to manage partner activities within the centers and across the local workforce system.

DHS's role in the coordinated delivery of AJC services shall include the following services, participation and collaboration. While the descriptions below contemplate services for customers services by the TANF and CSBG programs, coordination with the AJCs and partners in the local workforce system may benefit customers served under the myriad other programs administered and operated by DHS.

1. Outreach and Recruitment

While DHS serves eligible individuals under its programs, its messages reach a broad cross section of District residents. Therefore, the agency can provide candidates (including those not using its services) with information on the services of the AJCs and the system's partner programs. Information will be provided via web-based media, print materials and verbal communications.

2. Intake

As DHS representatives conduct intake for its programs, it agrees to identify individuals that may be eligible for and/or interested in AJC services or those of the system partners. Such



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

individuals will be referred in accordance with the process summarized under item 5, below.

3. *Orientation*

Similar to candidate information derived from outreach and intake processes, orientation and information sessions led by DHS provide a venue and/or opportunity to share with District residents information about other programs and services for which they may be qualified. For those who may benefit from AJC or partner programs, DHS shall make appropriate referrals in accordance with the process summarized under item 5, below.

4. *Initial Assessment*

To the extent permitted by rules governing the funding under which it operates, DHS may provide the AJCs and other partners with results of assessments in which customers participate. Because the TANF Employment Program conducts a comprehensive assessment in order to identify customers' full range of barriers to employment, TEP contractors have access to assessment results that would be useful to service planning in any workforce development program. In cases where customers apply for services from another system partner, this process may help to avoid duplication of effort. Sharing of assessment results will require a release signed by the affected individuals.

5. *Cross Referrals*

As indicated in Section 11 of the MOU, cross referrals among the District's workforce system partners are critical to the goals of collaboration and alignment of programs and to ensuring that services are customer-focused. While the partners will work with the One-Stop Operator to develop specific details for managing and tracking referrals; DHS and the other system partners agree to the following:

- Referrals shall be made when services of a partner program can fulfill an unmet need of an applicant/participant.
- Referrals shall be made via a "hard hand-off," under which DHS will refer individuals to a specific contact person at a partner agency and will provide assistance in scheduling an appointment, if possible.
- Referrals made shall be recorded and shared with the One-Stop Operator.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

6. *Sharing of Local Market Intelligence*

In support of its various employment programs and activities, DHS may receive input from businesses that informs its efforts to train and place customers in employment. Similarly, DC WIC, the AJCs and all partner programs conduct business outreach and engage in gathering local labor market information and industry "intelligence." To the extent practicable, DHS agrees to share such information and intelligence with the AJC/one-stop partners so that entire system is well prepared to meet business and industry needs.

7. *Co-Enrollment/Co-Case Management*

When DHS and one or more other partners serve the same customer (via the participant's co-enrollment), the partners agree to identify opportunities to co-case manage activities to streamline processes and avoid duplication of effort and resources.

8. *Support Services*

DHS directly provides or otherwise connects its customers to a wide range of support services to address their specific barriers and needs. Participants may be referred to the AJCs or other system partners for other services to address their unique circumstances.

9. *Placement Services*

To increase the range of employment opportunities for customers, DHS agrees to refer those seeking employment to the AJCs for placement services and support, when such services are determined as benefitting an individual.



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

ATTACHMENT C

**Agreement on Resource Sharing:
AJC/One-Stop Infrastructure and Other System Services**

I. Agreement on Resource Sharing

A consolidated budget for the AJC system includes the proportionate share of co-located partners' contributions to the costs of the infrastructure of the AJCs. Infrastructure costs of one-stop centers are non-personnel costs that are necessary for the general operation of the one-stop center, including: rental of the facilities; utilities and maintenance; equipment (including assessment-related products and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may also be included. Each partner's share of infrastructure costs has been determined using the proportion of partners' staff (FTEs) among all staff at the AJC based on the actual number of hours worked.

II. Cost Allocation Methodology and Steps to Reach Consensus:

The DC WIC facilitated partner meetings on November 20, 2017, January 5, 2018, and October 3, 2018, and worked with partners to achieve consensus regarding the basis for allocating costs. In the process, DC WIC identified and described several potential bases for cost allocation, and ultimately recommended the basis chosen by the partners because it seemed to most appropriately allocate costs across the partners.

The methodology for equitable distribution of costs associated with the Infrastructure Funding Agreement (IFA) will be the proportion of partners' staff FTEs among all staff at the AJC based on actual number of hours worked. The existing FTE basis for allocation skews the distribution of costs, depending on how the IFA partners source their personnel. The DOES/Office of the Chief Financial Officer (OCFO) will allocate costs based on each IFA partner's proportional share of total monthly hours worked, which aligns with all other cost allocation bases utilized for American Job Center operations.

In the future, alternative allocation bases may be considered and are subject to use if the alternative methodology demonstrates a more equitable distribution of costs amongst the IFA partners.

III. IFA Partner Personnel and Data Submission:



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

IFA partners must submit to the DC WIC and the Fiscal Agent, DC DOES and keep current the following information, in order to determine the allocation of costs:

Personnel Information

- Number of employees reporting to the AJC
- Staff Name and Title
- AJC Location (Name and Address)
- Expected Tour of Duty
- Anticipated/Actual Staffing or Tour of Duty Changes

Data

- Biweekly hours worked/paid
- 485 Report in MS Excel (Government Entities only)
- PeopleSoft Query (Preferred if applicable)

The DOES/OCFO will use the above information to determine the IFA Partner Cost Share. The data must be signed by an authorized official from the IFA partner's finance team or executive staff upon submission.

IV. Cost Reconciliation and Billing:

The DOES/OCFO will prepare an updated expenditure or budget to actual document monthly and will prepare an invoice for each IFA partner with the actual costs allocable to each partner for the quarter.

Invoicing will occur monthly via email to the designated IFA partner point of contact. The IFA partners understand that the timeliness of the preparation and submission of invoices is contingent upon the timeliness of each partner providing the necessary cost information.

Upon receipt of the invoice, each partner will review and submit payment no later than fifteen (15) days following receipt. Partners should communicate any disputes with costs in the invoice in writing. The DOES/OCFO will review the disputed cost items and respond accordingly to the IFA partner within ten (10) days of receipt of notice of the disputed costs.

V. Method of Payment:



**Memorandum of Understanding
Between
The Mayor of the District of Columbia
and
The District of Columbia Workforce Investment Council
and
The District of Columbia Department of Human Services
For Fiscal Year 2019**

All District of Columbia government IFA partners must use Intra-District transfers to fund their portion of the IFA costs. The use of Intra-District Advances or Reimbursements is to be determined. All non-government IFA partners must reimburse quarterly via ACH or Check.

VI. Fiscal Agent Role/Responsibility:

- DOES will serve as the fiscal agent for this MOU
- Provide the estimated fixed cost budget for the American Job Center
- Create unique codes in the financial system to track expenditures/revenue for the partners
- Bill partners at least quarterly
- Reconcile expenditures/revenue at least quarterly



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 01 / 25 / 19

SELLER INFORMATION

AGENCY: Department of Employment Services (DOES) **AGENCY CODE:** CFO

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue, N.E., Suite 5700
Washington , D.C. 20019

TELEPHONE # : 202-727-5145

FAX # : _____

AUTHORIZING OFFICER *N Mayers* **DATE:** 3/5/19
Natalie Mayers, AFO, DOES

BUYER INFORMATION

AGENCY: Department of Human Services (DHS) **AGENCY CODE:** JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Avenue, 4th Floor
Washington, D.C. 20002

TELEPHONE # : 202-671-4240

FAX # : 202-671-4201

AUTHORIZING OFFICER *D Rutherford-Felix* **DATE:** 03 / 06 / 19
Hayden Bernard, AFO, DHS

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

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

PART II

MOU NUMBER:

2 OF

2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE:

FY 2019 DHS LEAP Program for TANF customers to gain access to obtain and find successful career tracts within both the District government and in the private sector.

TOTAL: \$ 972,234.57

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT
SELLER	CFO	19	DHSL9	53000	4600	4600			DHSLEA/91		972,234.57
BUYER	JAO	19	TJOB9	TJ109	0501	0501					972,234.57

GOOD/ SERVICE:

REQUESTED DATE:

TOTAL:

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT
SELLER											
BUYER											

GOOD/ SERVICE:

REQUESTED DATE: ___ / ___ / ___

TOTAL:

	AGY	YR	INDEX	PCA	OBJ	AOBJ	ORG CODE	GRANT/PH	PROJ/PH	AG1	AMT
SELLER											
BUYER											

Revised by OBP 9/18/98

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

MEMORANDUM

TO: Dr. Unique Morris-Hughes
Director

THRU: Tonya Robinson 
General Counsel

FROM: Rhesha D. Lewis-Plummer
Assistant General Counsel

DATE: 17 January 2019

SUBJECT: Legal Sufficiency Review of MOU between DOES & DHS - LEAP

This memorandum is in response to your request for review of the attached MOU.

I reviewed and revised the attached MOU and found it legally sufficient.

The MOU attached to this Memorandum is the document that I reviewed and found legally sufficient.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia (District) Department of Employment Services (DOES) and Department of Human Services (DHS), Economic Security Administration (ESA), collectively referred to herein as the “Parties.”

DOES is the District government agency whose mission is to plan, develop, and administer workforce development services to District residents. DOES provides a range of programs and services to job seekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs.

DHS is the District government agency whose mission is to work in collaboration with the community, to provide temporary support and assistance to low-income individuals and families while helping them maximize their potential for economic security and self-sufficiency. For the purposes of this MOU, ESA is the division within DHS responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, the Temporary Assistance for Needy Families (TANF) program. The District’s TANF program provides supportive services to District families in need, with child care services, preventative services for out of wedlock teen pregnancy, encouragement of two parent families, and assistance with job preparation and job readiness skills, including job placement opportunities.

The Learn, Earn, Advance Prosper (LEAP) program administered by DOES, provides pre-employment training and places unemployed and underemployed District residents with opportunities to “earn and learn” in both the government and private sectors. The “Earn and Learn” program provides participants with opportunities to “earn” a salary, while they “learn” new skills.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish the process for identifying and referring TANF customers to the LEAP program. This MOU establishes the procedures and responsibilities of the Parties to this MOU, recognizing that the overarching goal is for TANF customers to gain access to, obtain and find successful career tracts within both the District government and the private sector.

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 to the following:

A. RESPONSIBILITIES OF DOES

1. DOES shall implement the LEAP program, and shall work with government agencies in the District to identify employment opportunities for TANF customers.
2. DOES shall collaborate with DHS to plan outreach and communication efforts, for the purpose of selecting the LEAP trainees.
3. DOES shall coordinate an orientation for selected LEAP trainees.
4. DOES shall receive referrals of DHS TANF customers to participate in the program four (4) weeks before the start of each cohort/entering class. The referrals shall come from the population of TANF customers.
5. DOES shall assign all selected LEAP trainees (hereinafter referred to as "LEAP trainees") to a DOES employment specialist. The employment specialist shall remain in contact with the LEAP trainee until he or she is hired. The employment specialist shall make contact with the LEAP trainee by phone, email, in person and site visits to ensure program compliance.
6. DOES shall provide to DHS, agency job descriptions (including required qualifications) and other useful information to ensure that the LEAP trainee is properly pre-screened for the correct employment opportunity.
7. DOES shall provide a quarterly report on the progress of the DHS LEAP trainees enrolled in the LEAP Program.
8. DOES shall ensure that the funding for the LEAP Academy is reflected in the budget entry budget line items detail screen and the appropriate accumulators.
9. DOES shall establish an agency internal service fund with a corresponding index that ties to the fund and agency organization structure for the transfer of the funds from DHS to DOES.
10. DOES or its designee shall provide payroll management for the LEAP trainees.
11. DOES shall inform all potential employers of selected LEAP trainees, that LEAP trainees assigned with potential employers, shall be identified and referred to as "Temp" hereinafter referred to as ("Temp" trainees).
12. DOES shall ensure that all LEAP Temp trainees do not work more than seventy-two (72) hours in a two (2) week pay period. DOES shall provide technical assistance to DHS as requested.
13. DOES shall provide written notification if a Temp trainee is terminated.
14. DOES shall provide DHS with written notification with the hiring agency and start date within seventy-two (72) hours or three (3) business days of a Temp trainee receiving an offer letter.

15. DOES shall schedule a meeting one Friday every quarter for DHS to meet with Temp trainees to address TANF Case Coordination responsibilities. The quarterly meeting months are as follows:

- a) November 2018
- b) February 2019
- c) May 2019
- d) September 2019

B. RESPONSIBILITIES OF DHS:

1. DHS shall transfer **nine hundred seventy-two thousand two hundred thirty-four dollars and fifty-seven cents (\$972,234.57)** to cover both salary and the Federal Insurance Contributions Act (FICA) for a total of twenty-nine (29) slots at any given time. This amount includes a wage of fourteen dollars and eighty five cents (\$14.85) per hour and seventy two (72) hours of work every two weeks. The cost also includes two percent (2%) cost of living increase and twenty point six percent (20.6%) fringe costs. All costs and expenditures shall not exceed **nine hundred seventy-two thousand two hundred thirty-four dollars and fifty seven cents (\$972,234.57)** for FY 2019.
2. DHS shall strive for 100% placement, but project that ten percent (10%) of the thirty projected Temp trainees may not complete the twelve (12) month LEAP program.
3. DHS shall ensure that Temp trainees will not exceed a twelve (12) month training term.
4. TANF customers that are not hired shall be returned to their TANF Education and Employment Program Service Provider immediately for Workforce Development Services. DHS shall screen TANF customers and approve those customers who have successfully completed a three (3) week pre-service program to apply for current LEAP opportunities.
5. DHS shall ensure that TANF customers seeking entry into the LEAP program shall complete an application, submit a writing sample and complete a three-week job readiness class.
6. DHS shall facilitate a LEAP program informational session for eligible TANF customers. The informational sessions shall give a full overview of the LEAP program expectations and review of positions.
7. DHS shall require all interested TANF customers to have a one-on-one meeting with a DOES American Job Center case manager. The interested TANF customer shall also be required to complete a full DOES registration at www.dcnetworks.org which includes uploading a resume and setting up a virtual recruiter.
8. DHS shall ensure pre-selected TANF customers are identified to backfill any openings due to a TANF customer not completing the LEAP program within a period less than one third (1/3) of the internship period, i.e. twelve (12) month internship can backfill up to three (3) months from start date.
9. DHS shall provide travel support for all TANF customers selected as a Temp trainee for their first three (3) weeks as a Temp trainee, for each day that the customers participate four (4) hours or more.

10. DHS shall provide case coordination support to TANF customers who are selected as Temp trainees to address any barriers interfering with employment (i.e. childcare, transportation, professional clothing; behavioral health challenges, etc.).
11. TANF customers shall be offered assistance from DHS and DOES case managers. This constant communication with the trainee is critical to their success. If for some reason the trainee has to be terminated, there should be written support of why the trainee has been removed from the program. The written support should state all efforts to assist the trainee with wrap around services and support before any termination action can be taken. DOES shall provide all written support if a Temp trainee is terminated.
12. DHS shall document and enter participation hours for TANF customers who are selected as Temp trainees into the CATCH database bi-weekly.
13. DHS shall provide TANF customers who are selected as Temp trainees with information on next steps if deemed ineligible for continued TANF benefits due to earned income as a Temp trainee. In addition, DHS will ensure TANF client satisfaction survey is conducted upon exit.

IV. DURATION OF MOU

The period of this MOU is from **October 1, 2018 to September 30, 2019** unless terminated by written notification by either Party prior to the expiration of this MOU.

V. AUTHORITY FOR MOU

The Parties are authorized to enter into this MOU pursuant to D.C. Official Code § 1-301.01(k). By executing this MOU, each Party represents to the other Party that it is authorized to enter into this MOU; that the person signing on the Party's behalf is duly authorized to execute this MOU; and that no other signatures are necessary to effectuate this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for services under this MOU shall not exceed nine hundred seventy-two thousand two hundred thirty- four dollars and fifty seven cents (\$972,234.57) for FY 2019.

B. PAYMENT

1. Payment for all goods and services shall be made through an Intra-District transfer by DHS to DOES based on the total amount of this MOU.
2. DOES shall submit monthly reconciliations which shall explain the amounts billed for that period. In addition, all cost associated with the Program in which funding is provided must be reported monthly. DOES should also submit an end of the year reconciliation to DHS which outlines all costs not associated with salaries.
3. The Parties' Directors or their designees shall resolve all adjustments and payment 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 District Office of Financial Operations and Systems within the Office of the Chief Financial Officer.

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 availability of funds and provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349 and 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. RECORDS AND REPORTS

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

Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer (OCFO) of the District, all services provided through Intra-District funding shall be reported monthly in DHS' FRP submission to the OCFO's Office of Budget and Planning.

VIII. CONFIDENTIAL INFORMATION

- A. The Parties shall use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and District statutes, regulations, and policies.
- B. The Parties shall use the data obtained pursuant to this MOU solely to accomplish their obligations under this MOU.
- C. The Parties shall take appropriate legal action against any unauthorized use or disclosure of the data.
- D. Each Party shall safeguard and protect the data obtained pursuant to this MOU from loss and unauthorized disclosure to third parties, and follow the notification protocols for security breaches set forth in the Data-Sharing and Information Coordination Amendment Act of 2010, as amended, D.C. Official Code § 7-244.

IX. TERMINATION

Either Party may terminate this MOU by giving the other Party at least ninety (90) days written notice and a status report of the individuals to whom the terminating Party has provided services pursuant to this MOU. If such notice is given, the MOU shall terminate on the date specified in the written notice, and the Parties' responsibilities for further performance of the terms of the MOU shall cease, but the Parties shall not be released from the duty to perform the MOU up to the date of termination.

X. NOTICE

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

For DOES:
Monica West
Program Manager
Department of Employment Services
4058 Minnesota Avenue, N.E.
Washington, DC 20019
Phone: (202) 698-5804

For DHS:
David Ross, Deputy Administrator
Department of Human Services
Economic Security Administration
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 535-1386

XI. MODIFICATIONS

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

XII. PROCUREMENT PRACTICES REFORM ACT

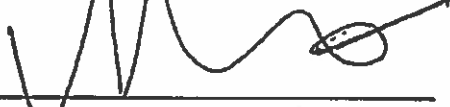
If a District agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement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

XIII. MISCELLANEOUS

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

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

FOR THE DEPARTMENT OF EMPLOYMENT SERVICES:



Dr. Unique Morris-Hughes
Director

Date: 11/25/19

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 11/21/19

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF HEALTH
FOR
FISCAL YEAR 2019**

The Memorandum of Understanding (MOU) executed April 3, 2017, was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA) and the District Department of Health (DOH), Rodent and Vector Control Division (RVCD) collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- I. Section III. SCOPE OF SERVICES, Sub-section A. RESPONSIBILITIES OF SELLER, Paragraph 1.** is hereby deleted and replaced with the following:
- I. "DOH shall meet with DHS, Department of General Services (DGS) building managers and DHS on-site providers to coordinate rodent proofing measures for the interior and exterior premises at the following facilities:
 - Harriet Tubman Women's Shelter, at 1900 Massachusetts Avenue, S.E.
 - 801 East Men's Shelter at 2700 Martin Luther King, Jr. Avenue, S.E.
 - New York Avenue Men's Shelter at 1355-1357 New York Avenue, N.E.
 - Girard Family Shelter at 1413 Girard Street, N.W.
 - Pat Handy Women's Shelter at 810 5th Street, N.W.
 - Seller shall develop and implement Integrated Pest Management (IPM) Plans for the facilities identified above in section III.A.1. The IPM Plans will consist of DOH staff inspecting and baiting the interior and exterior premises of these facilities for insect and rodent infestations on a weekly basis.
 - Seller shall provide inspection reports to DHS and on-site providers during or after every inspection and baiting of the interior and exterior premises of the facilities identified in section III.A.1. The reports shall include instances of poor sanitation practices or conditions that could attract insect and rodent infestations such as the accumulations of debris, lids open on trash containers, trash on the ground around containers, or waste being stored for collection in plastic bags.
 - Seller shall provide DHS with educational materials to be posted and distributed at each facility.
 - Seller shall ensure that the revenues for this project are reflected in the budget entry budget line item detail screen and the appropriate accumulators."

II. **Section IV. DURATION OF MOU, Sub-section A,** is hereby deleted and replaced with the following:

- A. "The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration."

III. **Section VI. FUNDING PROVISIONS, Sub-section A. COST OF SERVICES, Paragraph (1)** is hereby deleted and replaced with the following:

A. "Cost of Services

1. Total cost for services under this MOU shall not exceed forty-nine thousand dollars (\$49,000.00) for Fiscal Year (FY) 2019. Funding for the services shall not exceed the actual cost of the goods or services, including labor, and materials provided, all costs and expenditures shall not exceed forty-nine thousand dollars (\$49,000.00) for FY 2019.

a. Personnel and Treatments

Treatment services will require four (4) employees working four (4) hour shifts every week to inspect and bait the interior and exterior premises for twelve (12) months at a cost of forty-five thousand eight hundred sixty-four dollars (\$45,864.00) for personnel only, DOH will perform weekly treatments of the interior and exterior premises of each facility identified above in section III.A.1 for a period of 12 months. Follow-up treatment services will be scheduled on the weekends.

b. Supplies and Equipment

DOH shall provide supplies for baiting of insects and rodents and all required safety equipment to be used by its employees for interior and exterior treatment services for the premises of each facility identified above in Section III.A.1 at a cost of three thousand one hundred thirty-six dollars (\$3,136.00)."

IV. **Section VI. FUNDING PROVISIONS, Sub-section B. PAYMENT , Paragraphs (1) and (2)** are hereby deleted and replaced with the following:

A. Payment

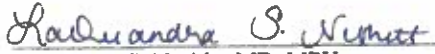
1. Payment for the goods and services shall be made through an Intra-District advance by DHS to DOH based on the total amount of this MOU of forty-nine thousand (\$49,000.00).
2. DOH shall submit itemized invoices for each completed service request OR monthly reconciliations which shall explain the amounts billed for that period. The invoices or reconciliations shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; and (3) overhead or itemized monthly claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category,

provided, all cost and expenditures shall not exceed forty-nine thousand dollars (\$49,000.00).”

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

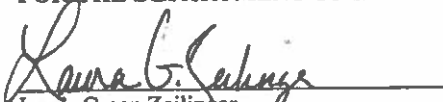
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

FOR THE DEPARTMENT OF HEALTH:


LaQuandra S. Nesbitt, MD, MPH
Director

Date: 3/27/19

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zeilinger
Director

Date: _____



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



PART I
GENERAL

MOU NUMBER: _____ DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Department of Health AGENCY CODE: HC0
 NAME OF CONTACT: ADREANA DEANE
 ADDRESS : 889 NORTH CAPITOL STREET, NE 5TH FLOOR
WASHINGTON, DC 20002
 TELEPHONE # : 202-442-9222
 FAX # : _____

AUTHORIZING OFFICER *Adreana A Deane* DATE: 3/27/19

BUYER INFORMATION

AGENCY: Department of Human Services AGENCY CODE: JA0
 NAME OF CONTACT: HAYDEN BERNARD
 ADDRESS : 64 NEW YORK AVE, NE 4TH FLOOR
WASHINGTON, DC 20002
 TELEPHONE # : 202-671-4240
 FAX # : _____

AUTHORIZING OFFICER *[Signature]* DATE: 4/2/2019

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF 2



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 06/13/19

SELLER INFORMATION

AGENCY: Department of Health

AGENCY CODE: HC0

NAME OF CONTACT: Adreana Deane

ADDRESS: 899 North Capitol Street 5th Floor

Washington, DC 20002

TELEPHONE #: 202-442-9222

FAX #: 202-442-4211

AUTHORIZING OFFICER *Adreana Deane* DATE: 6/13/19
Adreana Deane
Agency Fiscal Officer

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JAO

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Avenue, NE., 6th floor

Washington, DC 20002

TELEPHONE #: 202-671-4210

FAX #: 202-671-4203

AUTHORIZING OFFICER *Dionne Rutherford-Felix* DATE: 06/13/2019
Hayden Bernard
Agency Fiscal Officer

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

The Memorandum of Understanding (MOU) dated June 6, 2017 was entered into between the District of Columbia (District) Department of Health, the buyer agency (DOH) and the Department of Human Services, the seller agency (DHS), collectively referred to herein as the "Parties."


The Parties now desire to modify the MOU as follows:

- I. **Section II. SCOPE OF SERVICES**, is hereby modified to delete all references of "FY 2018" and replace them with "FY 2019".
- II. **Section III. DURATION, Sub-section A.** is hereby deleted and replaced with the following:
 - A. "The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part by giving thirty (30) days notice to the other party."
- III. **Section V. FUNDING PROVISIONS, Sub-section A. Cost of Service, Paragraph 1.**, is hereby deleted and replaced with the following:
 1. Total cost for services under this MOU shall not exceed eight hundred thousand dollars (\$800,000.00). The effective date of this MOU is from October 1, 2018 through September 30, 2019. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.

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

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

FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Nesbitt, MD, MPH
Director

6-10-19

Date

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date

**MODIFICATION NUMBER ONE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
THE DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2018**

The Memorandum of Understanding (MOU) dated June 6, 2017 was entered into between the District of Columbia (District) Department of Health, the buyer agency (DOH) and Department of Human Services, the seller agency (DHS), collectively referred to herein as the "Parties." The Parties now desire to modify the MOU as follows:

- I. Section II. **SCOPE OF SERVICES**, shall be modified to delete all references of "FY 2017" and replace with "FY 2018".)
- II. Section III. **DURATION**, Sub-section A. shall be deleted and replaced with the following:
 - A. "The period of this MOU shall be from October 1, 2017 through September 30, 2018, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part by giving 30 days' notice to the other party."
- III. Section V. **FUNDING PROVISIONS**, Sub-section A. **Cost of Service, Paragraph 1.** shall be deleted and replaced with the following:
 1. Total cost for services under this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00). The effective date of this MOU is from October 1, 2017 through September 30, 2018. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
- IV. Section IX. **NOTICE**, Sub-section "For DOH" shall be modified to delete Charliisa Quick and replaced with the following:

Tory Mack, MD
Bureau Chief Family Health
899 North Capitol Street, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 442-9338
Tory.mack@dc.gov

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

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

FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Nesbitt, MD, MPH

1/3/2018
Date

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

12/20/17
Date

DCUH 16245


GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the Director

MEMORANDUM

TO: LaQuandra S. Nesbitt, MD, MPH
Director
Department of Health

FROM: Laura Green Zeilinger 
Director

DATE: JUN 2 2017

SUBJECT: Fiscal Year 2017 Memorandum of Understanding between the District of Columbia Department of Human Services and the Department of Health

This memorandum transmits for your review and approval one (1) original of the above-referenced Fiscal Year (FY) 2017 Memorandum of Understanding (MOU) between the Department of Human Services (DHS) and the Department of Health (DOH).

The purpose of this MOU is for DHS to provide funding to the DOH Community Health Administration (CHA), to implement evidence-based and evidence-informed strategies to prevent and reduce teen pregnancy (Teen Pregnancy Prevention or TPP) in the District in accordance with the District's Temporary Assistance for Needy Families (TANF) program requirements. To implement the TPP Program, DOH will award organizations (Sub-grantees) through a competitive process, sub-grants to strengthen clinical systems to improve adolescent health, build social-emotional skills and self-efficacy of adolescents, and mobilize and educate community partners and key stakeholders around community-wide teen pregnancy prevention.

This MOU is made in accordance with D.C. Official Code §1-301.1(k) and any other applicable District or federal laws, regulations or policies.

The funding for this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00) for Fiscal Year (FY) 2017. The period of this MOU is from January 1, 2017 through September 30, 2017.

Please sign and return the original to my office. If you have any questions or concerns, please contact Ellen M. Wells, Deputy Administrator, DHS/ESA, at (202) 698-3946 or ellen.wells@dc.gov.

LGZ/mb


Attachment

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the General Counsel
MEMORANDUM

TO: Laura Green Zeilinger
Director

FROM: Monica J. Brown 
General Counsel

DATE: March 8, 2017

SUBJECT: Fiscal Year 2017 Memorandum of Understanding between the District of Columbia Department of Human Services and the Department of Health

The Department of Human Services (DHS) Office of the General Counsel (OGC) has reviewed the above-referenced Fiscal Year (FY) 2017 Memorandum of Understanding (MOU) between DHS and the Department of Health (DOH), and has determined that it is legally sufficient and appropriate for your signature.

The purpose of this MOU is for DHS to provide funding to the DOH Community Health Administration (CHA), to implement evidence-based and evidence-informed strategies to prevent and reduce teen pregnancy (Teen Pregnancy Prevention or TPP) in the District in accordance with the District's Temporary Assistance for Needy Families (TANF) program requirements. To implement the TPP Program, DOH will award organizations (Sub-grantees) through a competitive process, sub-grants to strengthen clinical systems to improve adolescent health, build social-emotional skills and self-efficacy of adolescents, and mobilize and educate community partners and key stakeholders around community-wide teen pregnancy prevention.

This MOU is made in accordance with D.C. Official Code §1-301.1(k) and any other applicable District or federal laws, regulations or policies.

The funding for this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00) for Fiscal Year (FY) 2017. The period of this MOU is from January 1, 2017 through September 30, 2017.

If you have any questions or concerns, please let me know.

MJB/rl
Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2017**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Health, (DOH), Community Health Administration, (CHA), the seller agency, and the Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, collectively referred to herein as the "Parties".

DHS seeks to provide funding to DOH to implement evidence-based and evidence-informed strategies to prevent and reduce teen pregnancy (Teen Pregnancy Prevention or TPP) in the District in accordance with the District's Temporary Assistance for Needy Families (TANF) program requirements.

DOH/CHA, in collaboration with District public and public charter schools, healthcare providers, and community-based partner organizations, has created a network of programs designed to coordinate and deliver school-based health services and evidence-based education for adolescents. Additionally, DOH/CHA supports TPP through providing administrative oversight for three (3) TPP initiatives which include the Crittenton Services SNEAKERS and PEARLS TPP Program, Sasha Bruce TPP Program, and the DC Campaign to Prevent Teen Pregnancy TPP Program.

DHS/ESA has also funded multiple programs in support of TPP and to achieve the purposes of the TANF program.

To achieve greater alignment and impact in the District and to better leverage the experience and expertise of DOH/CHA is now the lead agency charged with implementation and coordination of community-wide TPP initiatives in the District. CHA's approach is based on the Centers for Disease Control (CDC) and Prevention's Community-wide Teen Pregnancy Prevention Initiative and will streamline multiple funding sources to achieve its goals.

To implement the TPP Program, DOH shall award organizations (Sub-grantees) through a competitive process to implement evidence-based or evidence-informed programs to achieve the following: strengthen clinical systems to improve adolescent health, build social-emotional skills and self-efficacy of adolescents, and mobilize and educate community partners and key stakeholders around community-wide teen pregnancy prevention. Initiatives to strengthen clinical systems must include one or more of the following systems-level changes to improve youth access to quality health care services:

increase the availability of adolescent-friendly health services, and create sustainable community-clinical linkages for adolescent health services, and increase access to pre-pregnancy family planning services among adolescents.

II. 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 DHS/ESA

1. Buyer shall be responsible for executing the financial components of this MOU by transferring the agreed upon funds for the FY 2017 TPP program to DOH/CHA for the costs incurred in administering the program in accordance with the requirements of this MOU.
2. Buyer shall provide guidance and technical assistance to DOH as needed for any reports required by DHS for TANF.

B. Responsibilities of DOH/CHA

1. Seller shall apply the funds from Buyer toward the FY 2017 administration of the TPP program.
2. Seller shall monitor and evaluate the performance of all Sub-grantees awarded funding provided through this MOU to implement evidence-based or evidence-informed TPP programs.
3. Seller shall submit reports to DHS on a quarterly basis as agreed upon by DHS and DOH/CHA. A final report compiling all data for the fiscal year will be submitted to DHS within 30 days of the end of the fiscal year.

III. DURATION

- A. The period of this MOU shall be from January 1, 2017 through September 30, 2017, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part, by giving 30 days advance written notice to the other Party.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods through the mutual agreement on modifications to this MOU. DHS shall provide DOH with written notice of its intent to exercise an option period at least 30 days prior to the expiration of the then current term of the MOU.
- C. The exercise of an option is subject to availability of funds at the time of the exercise of the option.
- D. This MOU shall become effective on the date of the final signature affixed to this MOU.

IV. AUTHORITY FOR MOU

D.C. Official Code 1-301.01(k).

V. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00). The effective date of this MOU is from the date of execution of this MOU through September 30, 2017. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
2. The estimated cost of this MOU is based on the continuous operation of the TPP.
3. In the event of termination of this MOU, payment to the vendor of record shall be held in abeyance until all required fiscal reconciliations are completed, but not longer than September 30th of the current fiscal year.
4. The total amount of funds transferred to DOH/CHA under this MOU in the amount of eight hundred thousand dollars and zero cents (\$800,000.00) shall be sub-granted through a competitive process to organizations with demonstrated experience in providing adolescent sexual/reproductive health, primary care, or preventive services for populations at high risk for teen pregnancy. Annual awards may be in the amounts of \$100,000 per year up to \$400,000 per year in total costs (direct and administrative costs).
 - a. Organizations shall be solicited to implement evidence-based or evidence-informed programs to strengthen clinical systems to improve adolescent health, to build social-emotional skills and self-efficacy of adolescents, or to mobilize and educate community partners (such as: schools, faith-based organizations, after-school programs, professional organizations like the American Academy of Pediatrics, clinics, healthcare providers etc.) and key stakeholders (such as: parents, youth, elected officials, etc.) around community-wide teen pregnancy prevention.
 - b. Initiatives to "strengthen clinical systems" shall include one or more of the following systems-level changes to improve youth access to quality health care services: increase the availability of adolescent-friendly health services, and create sustainable community-clinical linkages for adolescent health services, and increase access to pre-pregnancy family planning services among adolescents.

B. Payment

1. Payment for all of the goods and services shall be made through an Intra-District advance by DHS to DOH/CHA and shall not exceed the total amount of this MOU, eight hundred thousand dollars and zero cents (\$800,000.00)
2. DOH/CHA shall submit quarterly reports using the prior quarter's expenditures with supporting documentation as evidence of expenditures which shall explain the amounts billed for the period. The reconciliations shall include: (1) list of

materials and their costs; (2) labor costs including hourly rates for all staff; and (3) overhead.

3. Advances to DOH/CHA for the services to be performed/goods to be provided shall not exceed the amount of this MOU, eight hundred thousand dollars and zero cents (\$800,000.00).
4. DOH/CHA shall invoice DHS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DOH/CHA shall return any excess advance to DHS by September 30th of the current fiscal year.
5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District Office of Financial Operations and Systems.

C. Anti-Deficiency Consideration

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.

VI. COMPLIANCE AND MONITORING

The seller agency shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VII. RECORDS AND REPORTS

The seller agency shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon DHS request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District at its sole discretion.

VIII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving ninety (90) calendar days advance written notice to the other Party.

IX. NOTICE

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

For DOH:

Anjali Talwalkar, MD, MPH
Senior Deputy Director
Community Health Administration
899 North Capitol Street, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 442-5925
Anjali.Talwalkar@dc.gov

Charlissa Quick
Division Chief
School Health
899 North Capitol Street, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 442-9123
Charlissa.Quick@dc.gov

For DHS:

Anthea Seymour
Administrator
Department of Human Services
Economic Security Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 698-3900
Anthea.seymour2@dc.gov

Ellen M. Wells
Deputy Administrator
Department of Human Services
Economic Security Administration
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: 202-698-3946
Ellen.wells@dc.gov

X. MODIFICATIONS

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

XI. CONFIDENTIALITY

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, effective August 21, 1996 (Pub. L. No. 104; 42 U.S.C. § 1320d *et seq.*) as amended; the Public Assistance Act (D.C. Official Code §4-209.04); the requirements of Section 103 of the Data-Sharing and Information Coordination Amendment Act of 2010 (The Data Sharing Act), effective December 4, 2010 (D.C. Law 18-273; D.C. Official Code § 7-241, *et seq.*), as amended, and accompanying regulations at 29 DCMR §§3000-3099; Mayor's Order 2011-169; the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5), as amended by the HIPAA Omnibus Rule of 2013; and all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

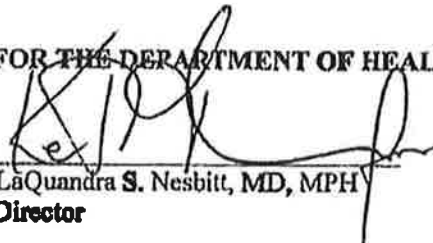


Laura Green Zeilinger
Director

JUN 2 2017

Date

FOR THE DEPARTMENT OF HEALTH:


LaQuandra S. Nesbitt, MD, MPH
Director

6-6-17
Date

Deane, Adreana (OCFO DOH)

From: Mills, Stacie (OCFO)
Sent: Monday, June 05, 2017 11:13 AM
To: Acevedo, Milena (OCFO DOH)
Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO); Tseng, David (OCFO); Deane, Adreana (OCFO DOH)
Subject: RE: MOU between DHS and DOH_\$800,000
Attachments: 4608_001.pdf

Good Morning-

The attached is legally sufficient.

Thanks,

Stacie

From: Acevedo, Milena (OCFO DOH)
Sent: Monday, June 05, 2017 10:50 AM
To: Mills, Stacie (OCFO)
Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO); Tseng, David (OCFO); Deane, Adreana (OCFO DOH)
Subject: MOU between DHS and DOH_\$800,000

Good morning Ms. Mills,

Attached please find an MOU in the amount of \$800,000. Please review/approve.

Thank you

From: canon c5255 [mailto:DOH_OD@dc.gov]
Sent: Monday, June 05, 2017 9:59 AM
To: Acevedo, Milena (OCFO DOH) <milena.acevedo@dc.gov>
Subject: Attached Image

TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE OF COMMUNITY AFFAIRS
OFFICE OF LESBIAN, GAY, BISEXUAL, TRANSGENDER AND
QUESTIONING AFFAIRS
FOR
FISCAL YEAR 2019

I. INTRODUCTION

The Memorandum of Understanding (MOU) dated November 19, 2017, was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), the Buyer agency, and the Mayor's Office of Community Affairs (MOCA), Office of Lesbian, Gay, Bisexual, Transgender and Questioning Affairs (MOLGBTQA), the Seller's agency, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

- II. Section III. SCOPE OF SERVICE is hereby modified to replace all references to "2018" with "2019".
- III. Section IV. PERIOD OF PERFORMANCE is hereby modified to replace all references to "2017" with "2018", and "2018" with "2019".
- IV. Section VIII. INTRA-DISTRICT FUNDING PROVISIONS is hereby modified to replace all references to "2018" with "2019".
- V. Section XIV. EFFECTIVE DATE is hereby modified to replace all references to "2017" with "2018", and "2018" with "2019".

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

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zellinger
Director

OCT 24 2018
Date

FOR THE MAYOR'S OFFICE OF LESBIAN, GAY, BISEXUAL, TRANSGENDER
AND QUESTIONING AFFAIRS:


Sheila Alexander-Reid
Director

12/11/18
Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the Director

MEMORANDUM

TO: Sheila Alexander-Reid
Director
Mayor's Office of Lesbian, Gay, Bisexual,
Transgender and Questioning Affairs

FROM: Laura Green Zeilinger *Shan Keen*
Director

DATE: 11/1/17

SUBJECT: Fiscal Year 2018 Memorandum of Understanding between the District of Columbia Department of Human Services and the Executive Office of the Mayor, Office of Community Affairs, Office of Lesbian, Gay, Bisexual, Transgender and Questioning Affairs – LGBTQ Homeless Youth Training Grant Fund

This memorandum transmits for your review and approval one (1) original of the above-referenced Fiscal Year (FY) 2018 Memorandum of Understanding (MOU) between the District of Columbia (District) Department of Human Services (DHS) and the Executive Office of the Mayor, Office of Community Affairs, Office of Lesbian, Gay, Bisexual, Transgender and Questioning Affairs (MOLGBTQA).

The LGBTQ Homeless Youth Reform Amendment Act (the Act) of 2014, effective May 3, 2014 (D.C Law 20-100; D.C Code §§2-1381, *et seq.*), authorizes the creation of a special fund entitled the LGBTQ Homeless Youth Training Grant Fund (Fund), to be administered by the MOLGBTQA for the purpose of providing grant awards to fund cultural competency training to service providers who serve LGBTQ Homeless youth in the District. In addition, the Act mandates that DHS shall transfer revenue received from other District agencies to the Fund for the purpose of providing services to homeless LGBTQ youth.

This MOU provides the terms and conditions under which: (1) DHS/FSA shall transfer revenue received from other District agencies to the Fund for the purpose of providing services to homeless LGBTQ youth; (2) the MOLGBTQA shall establish criteria for the grants awarded from the Fund; and (3) the MOLGBTQA shall hire an employee to administer the Fund.

The MOU is made pursuant to the Act; D.C. Official Code 1-301.01(k); and any other applicable District or federal law or regulation. The period of the MOU is from October 1, 2017 through September 30, 2018. The amount of the MOU shall not exceed one hundred fifty six thousand dollars and zero cents (\$156,000.00) for FY 2018.

Memorandum to Sheila Alexander-Reid
Page 2

Please sign and return the original to my office. If you have any questions or concerns, please contact Hilary Cairns, Deputy Administrator, DHS Family Services Administration, at (202) 299-2156 or Hilary.Cairns@dc.gov.

LGZ/mb

Attachments

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE OF LESBIAN, GAY, BISEXUAL, TRANSGENDER
AND QUESTIONING AFFAIRS
FOR
FISCAL YEAR 2018**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA) and the Executive Office of the Mayor (EOM), Office of Community Affairs, Office of Lesbian, Gay, Bisexual, and Transgender Affairs (MOLGBTQA).

DHS/FSA is the agency within the District, which is responsible for providing protection, intervention and social services, including homeless services such as shelter and homelessness prevention, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

The MOLGBTQA is a permanent, cabinet-level office within the Mayor's Office of Community Affairs (MOCA), established by statute in 2006 to address the important concerns of the District's Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) residents. The MOLGBTQA fulfills its mission by providing capacity building services, outreach services, education/training programs, and technical assistance.

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

The LGBTQ Homeless Youth Reform Amendment Act (the Act) of 2014, effective May 3, 2014 (D.C. Law 20-100; D.C. Code §§2-1381, *et seq.*), authorizes the creation of a special fund entitled the LGBTQ Homeless Youth Training Grant Fund (Fund), to be administered by the MOLGBTQA for the purpose of providing grant awards to fund cultural competency training to service providers who serve LGBTQ Homeless youth in the District. In addition to appropriated funds, the Act mandates that DHS shall transfer revenue received from other District agencies for the purpose of providing services to homeless LGBTQ youth, to the Fund which shall be administered by the MOLGBTQA. See D.C. Official Code §2-1384(b).

The objective of this MOU is to provide the terms and conditions under which: (1) DHS/FSA shall transfer revenue received from other District agencies for the purpose of providing services to homeless LGBTQ youth, to the Fund which shall be administered by the MOLGBTQA; (2) the MOLGBTQA shall establish criteria for the grants awarded from the Fund; and (3) the MOLGBTQA shall hire an employee to administer the Fund.

III. SCOPE OF SERVICE

A. Responsibilities of the MOLGBTQA

1. Services

The MOLGBTQA shall administer grants to fund training on cultural competency for providing services to LGBTQ homeless youth for providers throughout the District and;

1. Establish criteria for eligibility to receive grant funds.
2. Ensure Providers have demonstrated ability and expertise in the field, and follow best practices regarding training content, delivery and data collection pertaining to LGBTQ homeless youth.
3. Hire appropriate staff with the requisite expertise to administer grants, monitor selected grantees, and evaluate grant-related outcomes.
4. Address the funding priority areas identified for FY 2018 aligned with Mayor Muriel Bowser's administration budget priorities below:
 - i. Education
 - ii. Jobs & Economic Development
 - iii. Public Safety
 - iv. Civic Engagement
 - v. Health & Wellness
 - vi. Youth Engagement
 - vii. Arts & Creative Economy

2. Target Population

- a. Providers that serve LGBTQ homeless youth, and those that would like to build capacity or expand capacity to serve LGBTQ homeless youth in the District; and
- b. LGBTQ youth who are District residents and homeless, or at risk of homelessness.

3. Location of Services

Provider sites throughout the District.

B. Responsibility of DHS/FSA

1. DHS/FSA shall transfer one hundred fifty-six thousand dollars and zero cents (\$156,000.00) to the MOLGBTQA to establish and administer the Fund in accordance with the Act.
2. DHS/FSA shall budget for all services requested in this MOU.

IV. PERIOD OF PERFORMANCE

- A. This MOU shall be effective from October 1, 2017 through September 30, 2018 unless otherwise amended in writing by the Parties.**
- B. This MOU shall terminate on September 30, 2018. Contingent upon availability of funds, this MOU may be extended for one (1) year for a total to two (2) years in accordance with the Act.**

V. MODIFICATION/AMENDMENT

DHS/FSA and the MOLGBTQA reserve the right to a request modification and/or amendment of the terms and conditions of this MOU at any time, in writing and with the agreement of both Parties.

VI. SPECIAL PROVISIONS FOR TERMINATION OF MOU

DHS/FSA may terminate this MOU on the following grounds:

- A. Funding received from other District agencies for the purpose of providing services to homeless LGBTQ youth ends; or**
- B. Change in the Act and any other applicable local or federal laws, rules or regulations.**

VII. AUTHORITY OF MOU

This MOU is made pursuant to the Act and D.C. Official Code §1-301.01(k) (2001 ed. & Supp. 2014).

VIII. INTRA-DISTRICT FUNDING PROVISIONS

A. Cost of Services

- 1. The total cost of services shall not exceed one hundred fifty-six thousand dollars and zero cents (\$156,000.00) for FY 2018.**
- 2. In the event of termination of this MOU, payment to the MOLGBTQA shall be held in abeyance until all required fiscal reconciliations are completed, but not longer than September 30, 2018.**

B. Payment

- 1. Payment for the goods and services shall be made through an Intra-District transfer by DHS/FSA to the MOLGBTQA in an amount that shall not exceed one hundred fifty-six thousand dollars and zero cents (\$156,000.00) in FY 18.**
- 2. Advances to the MOLGBTQA for services to be performed/goods to be provided shall not exceed one hundred fifty-six thousand dollars and zero cents (\$156,000.00) for FY 2018.**

3. The MOLGBTQA shall maintain payment reconciliation records for all cost expended under this MOU.
4. All adjustments and/or disputes arising from costs provided under this MOU shall be resolved by the Director of DHS and the Director of the MOLGBTQA. In the event that the Parties cannot resolve a financial dispute, the matter shall be referred to the District Office of Financial Operations and Systems.
5. DHS/FSA shall transfer an amount that shall not exceed one hundred fifty-six thousand dollars and zero cents (\$156,000.00) to the MOLGBTQA to carry out this MOU.
6. Upon final completion of the services outlined in this MOU for which funds have been provided by DHS/FSA, explanation of the term of this MOU, cancellation, or termination of this MOU, the MOLGBTQA shall transfer to DHS/FSA any unspent, excess or surplus funds, to include accounts receivable attributable to the use of the funds.
7. Any expenditure disallowed by DHS or federal government audit shall be subject to repayment by the MOLGBTQA.

B. Anti-Deficiency Consideration

The Parties acknowledge and agree that their 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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C §§1341, 1342, 1349, 1351, and specific sections in subchapter II, Section 15 of the Title 31 of the U.S. Code) and (ii) the District of Columbia Code Anti-deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§1-204,46, 47-205, 47-335-.01-355.08) as amended, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IX. COMPLIANCE AND MONITORING

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

X. RECORDS AND REPORTS

The MOLGBTQA shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the Director's request, make these documents available for inspection by duly authorized representatives of DHS/FSA and other officials as may be specified by the District at its sole discretion.

XI. CONFIDENTIALITY INFORMATION

The Parties of this MOU shall use, 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 associated with the performance of this MOU shall remain the property of DHS/FSA.

XII. NOTICE

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

For DHS:

Hilary Cairns, Deputy Administrator
Family Services Administration
Department of Human Services
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 299-2156
Email: Hilary.Cairns@dc.gov

For MOLGBTQA:

Sheila Alexander-Reid, Director
Mayor's Office of Lesbian, Gay, Bisexual,
Transgender and Questioning Affairs
Executive Office of the Mayor
2000 14th Street, N.W., 2nd Floor
Washington, DC 20009
Phone: (202) 442-5143
Email: Sheila.Reid2@dc.gov

XIII. PROCUREMENT PRACTICES ACT AND OTHER RELEVANT AUTHORITY

- A. If the District agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the Procurement Practices Reform Exemption Amendment Act of 2014, effective March 14, 2014 (D.C. Law 20-94; D.C. Official Code §§2-352.01, *et seq.*) to procure the goods or services of the agent or third party.
- B. The application for, acceptance, and use of grant funds specified under this MOU shall abide by the provision of the Planning Grant-making Authority Act of 2010, effective September 24, 2010 (D.C. Law 18-223; D.C. Code §1-328.02); Grant Administration Act of 2013, effective October 1, 2013 (D.C.20-61; D.C. Code §§1-328.11, *et seq.*); Title 1, Chapter 50 of the District of Columbia Municipal Rules; and Mayor's Order 2011-170, effective October 5, 2011.

XIV. EFFECTIVE DATE


This MOU shall be effective October 1, 2017 through September 30, 2018 following execution by the parties.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

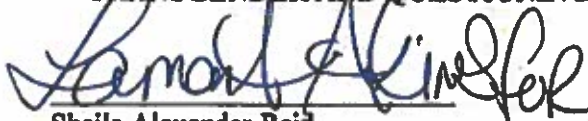


Laura Green Zeilinger
Director

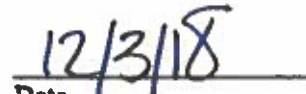


Date

**FOR THE MAYOR'S OFFICE OF LESBIAN, GAY, BISEXUAL,
TRANSGENDER AND QUESTIONING AFFAIRS:**



Sheila Alexander-Reid
Director



Date

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

PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Office of the Mayor

AGENCY CODE: AA0

NAME OF CONTACT: James Hurley - Agency Fiscal Officer

ADDRESS : 441 4th Street, NW Suite 890N
Washington DC 2004

TELEPHONE # : _____

FAX # : _____

AUTHORIZING OFFICER 

DATE: 12/12/18

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard - Agency Fiscal Officer

ADDRESS : 64 New York Avenue, N.E.
Washington, DC 20001

TELEPHONE # : 202-671-4200

FAX # : _____

AUTHORIZING OFFICER 

DATE: 12 / 12 / 18

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

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: To provide services to LGBTQ Homeless Youths

\$156,000.00

	AGY	YR	ORG CODE	Fund	index	PCA	OBJ	OBJ		PROJECT/PH			
SELLER	AA0	19	1600	0700	LG&JA	50060	4600	4600		LG18JA/01			
BUYER	JA0	19	5000	0100	AYYSP	FYSHB	0501	0501					

GOOD/ SERVICE: _____

DATE: ___/___/___ TOTAL: _____

	AGY	YR	ORG CODE	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER													
BUYER													

GOOD/ SERVICE: _____

DATE: ___/___/___ TOTAL: _____

	AGY	YR			INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER													
BUYER													

GOOD/ SERVICE: _____

DATE: ___/___/___ TOTAL: _____

	AGY	YR			INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER													
BUYER													

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

PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Office of the Mayor

AGENCY CODE: AA0

NAME OF CONTACT: James Hurley- Agency Fiscal Officer

ADDRESS : 441 4th Street, NW Suite 890N

Washington DC 2004

TELEPHONE # :

FAX # : _____

AUTHORIZING OFFICER

James M. Hurley

DATE:

2/28/19

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard -Agency Fiscal Officer

ADDRESS : 64 New York Avenue, N.E.

Washington, DC 20001

TELEPHONE # : 202-671-4200

FAX # : _____

AUTHORIZING OFFICER

D Rutherford-Felix

DATE: / /

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

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____

\$143,500.00

	AGY	YR	ORG CODE	Fund	index	PCA	OBJ	OBJ		PROJECT/PH			
SELLER	AA0	19	5000	0700	RCJ9A	50080	4600	4600		RC18JA/19			
BUYER	JA0	19	2000	8200	FTIJ9	TCM10	0501	0501					

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: 6,500.00

	AGY	YR	ORG CODE	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	AA0	19	5000	0700	RCJA2	50080	4600	4600		RC19JA/19			
BUYER	JA0	19	2000	8200	FTPR9	TCM01	0501	0501					

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR			INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER													
BUYER													

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR			INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER													
BUYER													

RC185A/08

**MODIFICATION NUMBER THREE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS
FOR
FISCAL YEAR 2019**

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

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

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

- A. Receive educational training and/or work accommodations made to ensure that these customers are successful in their training and work endeavors;
- B. Receive services that help them enhance their workforce development skills so that they can transition to job or professional development training, postsecondary education and/or employment;
- C. Gain assignment to trained Vocational Development Specialist who will conduct case management throughout the fiscal year and provide an initial SNAP Comprehensive Assessment (SCA);
- D. Receive one-to-one career coaching, counseling, and access to the SNAP FSET computer lab; and
- E. Receive a referral to a Community-Based Partner who specializes in providing sector and industry based certifications and trainings."

- II. Section IV. DURATION OF MOU:** Sub-section A. is hereby deleted and replaced with the following:

"The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration".

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

"Total cost of services under this MOU shall not exceed three hundred thousand dollars (\$300,000.00) in local dollars for Fiscal Year (FY) 2019 on eligible training and employment services for one hundred (100) SNAP FSET customers with fifty percent (50%) of this cost being reimbursed with federal funds based on approval of the FY 2019 State Plan by FNS. The total reimbursable amount shall not exceed one hundred fifty thousand dollars (\$150,000.00), provided all costs and expenditures shall not exceed the three hundred thousand dollars (\$300,000.00) in local dollars for FY 2019."

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

"2. The invoices shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; (3) overhead, (4) all other costs; and (5) expenditures, provided, all costs and expenditures shall not exceed three hundred thousand dollars (\$300,000.00) in local dollars for FY 2019."

- V. Section XII. NOTICE: this section is hereby replaced with the following:

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

For DHS:
Mary Thea Proctor
SNAP E&T Program Manager
Economic Security Administration
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 715-7804
Email: MaryThea.Proctor@dc.gov

For MORCA:
Brian Ferguson
Director
Mayor's Office on Returning Citizens Affairs
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 715-7670
Email: Brian.Ferguson@dc.gov

Carlous Price
SNAP E&T Program Analyst
Economic Security Administration
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 299-3554
Email: Carlous.Price@dc.gov

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

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

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

12/11/18

Date

FOR THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS:



Brian Ferguson
Director

1/10/2019

Date



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 1/16/2019

SELLER INFORMATION

AGENCY: Office of the Attorney General AGENCY CODE: C80

NAME OF CONTACT: Shilonda Wiggins

ADDRESS : 441 4th St, N.W., Suite 1130N
Washington, D.C. 20001

TELEPHONE # : | 202 724-5570

FAX # : | _____

AUTHORIZING OFFICER 

DATE: 1, 23, 19

BUYER INFORMATION

AGENCY: Department of Human Services-APS AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, N.E., 5th Floor
Washington, D.C. 20002

TELEPHONE # : | (202) 442-7262

FAX # : | _____

AUTHORIZING OFFICER 

DATE: 03 / 18 / 19

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
FAMILY SERVICES ADMINISTRATION
AND
THE OFFICE OF THE ATTORNEY GENERAL
FOR FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is between the District of Columbia ("District") Department of Human Services ("DHS") and the Office of the Attorney General ("OAG") collectively referred to herein as the "Parties."

This MOU shall establish the terms and conditions under which DHS shall transfer funds to OAG for the provision of legal services to DHS' Adult Protective Services ("APS") division.

II. LEGAL AUTHORITY

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

III. PROGRAM GOALS AND OBJECTIVES

APS is located within DHS' Family Services Administration ("FSA") and is responsible for investigating reports of abuse, neglect, exploitation, and self-neglect of vulnerable adults in the District of Columbia. In addition, APS provides services to remediate substantiated cases of abuse, neglect, exploitation and self-neglect.

IV. STATEMENT OF PURPOSE

The purpose of this MOU is to establish the terms and conditions under which OAG shall provide legal services to DHS/FSA/APS for vulnerable adults, age eighteen (18) and older, who are victims of abuse, neglect, or exploitation by a third party, or self-neglect.

V. SCOPE OF SERVICES

A. Responsibilities of OAG:

1. OAG shall provide the full-time services of one attorney assigned to APS who will, under the direction and supervision of OAG, perform the duties and responsibilities enumerated below:
 - a. Provide initial consultation with APS social workers by telephone or in person regarding APS cases that may require legal intervention;

- b. Upon receipt of the APS Complaint Referral Form, within five (5) working days, or twenty-four (24) hours in emergency cases, meet with the APS social worker and petition for relief as provided under the Adult Protective Services Act of 1984, effective March 14, 1985 (D.C. Law 5-156, D.C. Official Code §§ 7-1901 *et seq.*);
 - c. In cases of life-threatening harm, take necessary action to present the case to the presiding Judge in Chambers;
 - d. In cases of imminent risk of financial depletion, request an emergency conservator;
 - e. Petition the Probate Court for the appointment of a guardian or conservator for APS clients who fall within the framework of the APS statute; and
 - f. Assist subjects with obtaining protection under the Intrafamily Offenses Act (D.C. Official Code §§ 16-001 *et seq.*), if appropriate.
2. OAG shall arrange a semi-annual meeting with APS social workers and supervisory staff to discuss cases, dispositions and issues relating to this MOU.
 3. OAG shall conduct an annual training session with APS social workers on best practices in court presentation, preparation of court reports and case documentation.
 4. OAG shall identify the contact person for resolution of issues relating to this MOU. The contact person shall be Janese Bechtol, Chief, Domestic Violence Section, Public Safety Division, Office of the Attorney General for the District of Columbia, 441 4th Street, N.W., Washington, DC 20001, telephone number (202) 724-7832.

B. Responsibilities of DHS:

1. DHS shall ensure transfer of the agreed upon amount of funding under this MOU from DHS to OAG.
2. DHS shall ensure that APS social workers consult with the OAG attorney regarding potential cases for legal intervention and prepare and submit factual information in support of a petition, including a completed APS Complaint Referral Form.

3. DHS shall ensure that APS social workers, at the request of the OAG attorney, obtain any additional information or documentation deemed necessary for the proceedings.
4. DHS shall ensure that APS social workers undertake all appropriate follow-up actions and obtain other related services requisite with client protection and case stabilization.
5. DHS shall provide work space for the APS/OAG case conferences and follow up consultations.
6. DHS shall identify a contact person for the resolution of issues related to this MOU. The contact person shall be Dr. Sheila Jones, Chief, APS, FSA, 64 New York Avenue, N.E., Fourth Floor, Washington, D.C. 20002, and she can be reached at (202) 299-2155.

C. Financial Record

1. OAG shall maintain books, records, documents, and other evidence pertaining to costs and expenses to the extent and in such detail as shall properly reflect all costs, direct and indirect labor, materials, equipment, supplies, and other items for a three (3) year period. In the case of an audit or investigation, records shall be retained until the review is completed. OAG agrees to maintain all information as confidential.
2. OAG agrees to reimburse DHS for any funds provided under this MOU that are disallowed as result of an audit or investigation.

VI. DURATION OF MOU

The period of this MOU shall be from October 1, 2018 through September 30, 2019.

VII. OPTION PERIODS

- A. DHS and OAG may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. The total term of this MOU, including the exercise of any options under this clause, shall not exceed five (5) years. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. The parties shall provide written notice of intent to renew the option period prior to the expiration of the MOU.
- B. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option. Support for economic increases of funding in option years must be documented for each option year.

VIII. SPECIAL PROVISIONS FOR TERMINATION OF MOU

DHS or OAG may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other party on the following grounds:

- A. Lack of funding;
- B. Lack of Congressionally approved budget;
- C. Changes in applicable law;
- D. Changes in the structure or nature of the program;
- E. Elimination of the program or services;
- F. Failure to follow District laws, rules or regulations; or
- G. Failure to follow the terms of the MOU.

IX. AMENDMENTS/MODIFICATIONS OF TERMS AND CONDITIONS

DHS and OAG reserve the right to request modification and/or renegotiation of the terms and conditions of this MOU at any time, in writing and with the agreement of both Parties. Modification to this document shall be incorporated in the form of an amendment dated and signed by the authorized representative of DHS and OAG.

X. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

XI. RESOLUTION OF DISPUTES

The Director of DHS and the Attorney General or their designees shall resolve all adjustments and/or disputes arising from services provided under this MOU. In the event that the Parties cannot resolve the dispute, the matter shall be referred to the D.C. Office of Financial Operations and Systems, Office of the Chief Financial Officer (OCFO). The decision of the OCFO on any disputes between DHS and OAG shall be final.

XII. INTRA-DISTRICT FUNDING PROVISIONS

- A. Cost of Services

1. DHS shall pay OAG sixty thousand dollars (\$60,000) for legal services for Fiscal Year (FY) 2019.
2. OAG shall employ, train, and assign one attorney to perform services under this MOU. The total cost of the attorney for FY 2019 is 169,686.00, at Grade LA 14, Step7: \$141,405 (base salary) plus \$28,281 (benefits).
3. OAG shall first apply the DHS funds to pay the attorney's personal services costs and then fund the remainder of the personal services costs with OAG funds.
4. DHS shall make a single annual payment within thirty (30) days of the execution of this MOU.
5. DHS shall transfer funds stipulated under subsection A above to OAG through an Intra-District Budget Modification initiated by OAG and approved by DHS.
6. If OAG terminates this MOU, after receipt of the funding for this MOU, OAG shall return the actual remaining amount back to DHS based on the actual costs incurred. Any remaining funds shall be returned not later than 60 days after the MOU is terminated.

B. Quarterly reporting

Pursuant to the Financial Review Process (FRP) mandated by the OCFO of the District of Columbia, all services provided under this MOU shall be reported quarterly in the DHS FRP submission to the Office of Budget and Planning.

C. Anti-Deficiency Considerations

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

XIII. 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.

XIV. RECORDS AND REPORTS

OAG shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) 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 DHS and other officials as may be specified by the District of Columbia at its sole discretion.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU shall 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 DHS.

XVI. MISCELLANEOUS


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

XVII. EFFECTIVE DATE

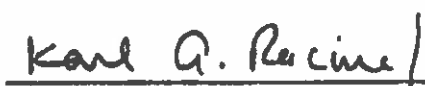
The MOU shall be effective upon execution by the Parties.

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

Department of Human Services

 Date: MAR 12 2019
Laura Green Zeilinger
Director

Office of the Attorney General

 Date: 1/16/2019
Karl A. Racine
Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL
AND
THE DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District), Department of Human Services (DHS), the Buyer, and the Office of the Attorney General, (OAG), the Seller, collectively referred to herein as the "Parties."

The District has the responsibility to keep fraudulently obtained Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamp benefits and Temporary Assistance for Needy Families (TANF) benefits to a minimum through criminal prosecution and restitution efforts. D.C. Official Code § 4-218.02(2001) authorizes the Attorney General to prosecute individuals for public assistance fraud, which encompasses the SNAP, TANF, Medicaid and Interim Disability Assistance Programs. Section 16(a) of the Food Stamp Act of 1977, enacted August 14, 1979, (Pub. L. No. 95-113, 7 U.S.C. 2011 *et seq.*) as amended, authorizes the United States Department of Agriculture (USDA) to reimburse each state agency not less than fifty percent (50%) of the cost of the SNAP Program investigations and prosecutions. The District law also provides mechanisms for civil recovery through the District's False Claims Act, (D.C. Official Code § 2-381.02) and common law.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is for DHS to fund OAG staff to actively prosecute, pursuant to the District's civil and criminal laws, cases of TANF and SNAP fraud and misrepresentation in the Criminal Section and the Civil Enforcement Section of the Public Safety Division of OAG. The purpose is to recover fraudulently obtained TANF and SNAP benefits and to deter future attempts to fraudulently obtain benefits. DHS and OAG have agreed to establish the terms and conditions that shall permit DHS to meet its responsibilities established pursuant to federal law.

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 OAG

OAG shall:

1. Recruit, hire and train OAG staff at the appropriate grade levels for the Welfare Fraud Unit;
2. Provide daily supervisory authority over OAG staff of the Welfare Fraud Unit, including oversight and monitoring, and administering payroll, leave and attendance issues;
3. Ensure that OAG staff within the Welfare Fraud Unit carry a caseload dedicated solely to the prosecution and the recovery of fraudulently obtained TANF and SNAP benefits cases;
4. Collaborate with DHS to establish standards and guidelines necessary to refer cases to the Welfare Fraud Unit;

5. Accept DHS referrals of individuals suspected of TANF and SNAP fraud, based upon agreed-upon standards and guidelines established between the Welfare Fraud Unit and DHS;
6. Prosecute TANF and SNAP fraud cases and bring civil actions according to the standards and guidelines established by the Welfare Fraud Unit, District and federal regulations; and
7. Take appropriate legal action against individuals who fail to make court ordered restitution.

B. RESPONSIBILITIES OF DHS

DHS shall through their Office of Program Review, Monitoring and Investigation (OPRMI):

1. Investigate cases of suspected fraud in the TANF and SNAP programs.
2. Refer TANF and SNAP fraud cases to the OAG Welfare Fraud Unit (Welfare Fraud Unit) according to the standards and guidelines established between DHS/OPRMI and OAG pursuant to Sections III. A.4 and III. A.5 above. As part of the referral process, DHS/OPRMI shall:
 - a. Collect, assemble and present all relevant DHS documents and forms;
 - b. Interview all necessary witnesses and prepare written statements or memoranda;
 - c. Prepare a final investigative report in accordance with the standards and guidelines established by the Welfare Fraud Unit, in accordance with DHS/OPRMI;
 - d. Provide any additional evidence, witnesses, data or services requested by the Welfare Fraud Unit including the serving of subpoenas and summons;
 - e. Refer cases; and
3. Provide annual input to OAG for the purpose of preparing the annual evaluation of the staff of the Welfare Fraud Unit.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.
- B. The parties may extend the term of this MOU by exercising a maximum of three (3) one-year option periods for a total of four (4) years. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. OAG shall hire, train and assign (Option 1) one full-time attorney to perform services under this MOU. The annualized cost for Fiscal Year (FY) 2019 is not to exceed the annual cost of two hundred one thousand six hundred fifteen dollars (\$201,615.00). Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and overhead.

Staff (Personal Services)

Assistant Attorney General:	Tanya Pierce
Salary (14/6)	\$135,608
Bonus (2%)	\$ 2,588 ¹
COLA (1.8%)	\$ 2,441 ²
<u>Benefits (21%)</u>	<u>\$ 28,478</u>
Subtotal	\$169,115

Non Personal Services

Expert Witness Services (handwriting experts)	\$ 15,000
Books/Research Tools	5,000
Training and Travel	2,500
<u>Supplies and other litigation support</u>	<u>10,000</u>
Subtotal	\$ 32,500
Total	\$201,615

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

B. PAYMENT

1. Payment for all of the goods and services shall be made through an Intra-District advance by DHS to the OAG in an amount which shall not exceed two hundred one thousand six hundred fifteen dollars (\$201,615.00).
2. The OAG shall submit quarterly reconciliations which shall explain the amounts billed for that period. The reconciliations shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; and (3) overhead. OAG shall invoice DHS for the actual costs incurred in the civil recovery and the prosecution (including pre-trial, trial and post-trial prosecutorial functions) of TANF and SNAP fraud cases only. Costs involved in prosecuting fraud in TANF and SNAP programs shall be accounted for separately. Funding for the services shall not exceed the actual cost of the services. OAG will return any excess advance to DHS.
3. OAG shall submit to DHS a quarterly expenditures report and an account of all SNAP cases closed by the 10th day following the end of each quarter. This case count shall be the basis for allocating costs by DHS to USDA for the SNAP Program.
4. Advances to the OAG for the services to be performed/goods to be provided shall not exceed the amount of this MOU of two hundred one thousand six hundred fifteen dollars (\$201,615.00).
5. The OAG will relieve the advance and bill DHS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. OAG will notify DHS within forty-five (45) days of the current FY if it has reason to believe that all of the advance will not be billed during the current FY. The OAG will return any excess advance to DHS by September 30th of the current FY.

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

¹ The bonus is required by the collective bargaining agreement for attorneys rated as "excellent" or "outstanding".

² Cost of living adjustment for attorneys effective October 01, 2018.

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, 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 funds, the Seller shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. FEDERAL ROLE

USDA shall have the right to monitor the activities, and all records pertaining to the SNAP Program, covered under this MOU. DHS and OAG shall agree to maintain records of all cases closed or on appeal for a minimum of three (3) years or until restitution is completely paid, whichever is later.

IX. RECORDS AND REPORTS

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

X. CONFIDENTIAL INFORMATION

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

XI. 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.

XII. NOTICE

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

For DHS:

Monica Brown, General Counsel
Office of the General Counsel
Department of Human Services
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 671-4346
Fax: (202) 671-4454
MonicaJ.Brown@dc.gov

For OAG:

Tarifah Coaxum, Chief Administrative Officer
Office of the Attorney General
for the District of Columbia
441 4th Street, N.W., Suite 1100 South
Washington, DC 20001
Phone: (202) 724-5508
Fax: (202) 741-8819
Tarifah.Coaxum@dc.gov

XIII. MODIFICATIONS

A. The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. The parties shall renegotiate if changes to applicable District or federal laws

and/or regulations require changes to this MOU, or if revisions are necessitated by changes in pay levels of District employees, or if there is a significant increase in the level of cases presented by DHS for prosecution.

- B. Any procedures that may be required to implement this MOU shall be jointly established by the Chief, Office of Program Review, Monitoring and Investigation, DHS, the Administrator of the Economic Security Administration, and the Deputy Attorney General for Public Safety.

XIV. PROCUREMENT PRACTICES ACT

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

XV. 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:

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zeilinger
Director

Date: 03/04/19

FOR THE OFFICE OF THE ATTORNEY GENERAL:



Karl A. Racine
Attorney General

Date: 3/7/19



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



PART I

GENERAL

MOU NUMBER: _____ DATE OF MOU: 3/7/2019

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 # : (_____

AUTHORIZING OFFICER *Shilonda Wiggins* DATE: 3 / 8 / 19

BUYER INFORMATION

AGENCY: Department of Human Services AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, N.E.

Washington, D.C. 20002

TELEPHONE # : (202-671-4242

FAX # : (_____

AUTHORIZING OFFICER *D.Rutherford-Felix* DATE: 03 / 14 / 2019

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

INTRA-DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia
PART 1

GENERAL

1 OF 2

MOU NUMBER

DATE

SELLER INFORMATION

AGENCY: Office of Asian and Pacific Islander Affairs

AGENCY CODE AP0

NAME OF CONTACT: CHRISTINE MUKOLWE

ADDRESS: 441 4th Street, N.W., Suite 890N
Washington, DC 20002

TELEPHONE #: (202) 727-1027

FAX #: (202) 727-2202

AUTHORIZING OFFICER *C. Mukolwe*

DATE 10/30/2018

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: HAYDEN BERNARD

ADDRESS: 64 New York Avenue, N.E., 6th Floor
Washington, DC 20002

TELEPHONE #: (202) 671-4240

FAX #: (202) 671-4203

AUTHORIZING OFFICER *[Signature]*

DATE 11/5/2018

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

Revised by OBP 9/18/98

INTRA-DISTRICT STANDARD REQUEST FORM

Buyer's Initials: _____
 Seller's Initials: _____

PART II

MOU NUMBER: _____

2 OF 2

SERVICE INFORMATION AND FUNDING CODES

GOODS/SERVICES: To provide Asian American Pacific Islanders with social services administered by DHS
REQUEST DATE: _____ **TOTAL: \$ 202,179.00**

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	AG1	AG2	AG3
SELLER	APB	19	APJA9	22000		4600				
BUYER	JA0	19	APEMD	TE115	0409	0409				

Proj/PH
APJA19/19

GOODS/SERVICES:

REQUEST DATE: _____

TOTAL:

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	AG1	AG2	AG3
SELLER										
BUYER										

GOODS/SERVICE:

REQUEST DATE: _____

TOTAL:

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	AG1	AG2	AG3
SELLER										
BUYER										

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE OF COMMUNITY AFFAIRS
OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

The Memorandum of Understanding (MOU) is entered into by and between the District of Columbia (District) Department of Human Services (DHS), the Buyer agency, and the Mayor's Office of Community Affairs (MOCA), Office on Asian and Pacific Islander Affairs (MOAPIA), the Seller agency, collectively referred to herein as the "Parties."

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

DHS is the District agency responsible for assisting low-income individuals and families in the District to maximize their potential for economic security and self-sufficiency. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). ESA is responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as the Food Stamps Program, and Temporary Assistance for Needy Families (TANF) benefits. FSA is responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services and Adult Protective Services.

MOAPIA's mission is to improve the quality of life for District Asian American and Pacific Islanders (AAPI) through advocacy and engagement. MOAPIA advises the Mayor, the DC Council, and District agencies on the views, needs, and concerns of the AAPI community. MOAPIA provides recommendations on District programs and initiatives affecting the AAPI community, and helps coordinate programs and initiatives within the District government that promote the overall welfare of the AAPI community.

This MOU establishes a collaborative agreement between the Parties to assist Limited English Proficient (LEP) or Non-English Proficient (NEP) AAPI residents with accessing DHS programs and services. DHS shall provide funding to MOAPIA to fund two (2) full-time staff to work with DHS in order to: (1) increase awareness among District AAPI communities on current and upcoming DHS initiatives, (2) provide technical support to DHS on how to best reach District AAPI communities, and (3) ensure the DHS Language Access Customer Advisory Group (LACAG) includes representation from at least one District AAPI community and related language accommodations for this member.

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 MOAPIA

MOAPIA shall:

1. Recruit and hire two (2) full-time (FT) employees, one of which will be bilingual in Vietnamese and English and one of which will be bilingual in Mandarin Chinese and English.
 - a. The Vietnamese staff will work the following schedule:
 - i. Three (3) days a week at the Taylor Street DHS Service Center located at 1207 Taylor Street, N.W., Washington, DC; and
 - ii. Two (2) days a week at MOAPIA office, located at 441 4th Street, N.W., Room 721N, Washington, DC.
 - b. The Chinese staff will work the following schedule:
 - i. Three (3) days a week at the DHS Service Center located at 645 H Street, N.E., Washington, DC; and
 - ii. Two (2) days a week at MOAPIA office, located at 441 4th Street, N.W., Room 721N, Washington, DC.
2. Conduct outreach events to District AAPI communities in which MOAPIA will educate AAPI residents about DHS programs and services and provide assistance to AAPI residents in accessing DHS programs and services.
3. Provide services to AAPI residents that include, but are not limited to assistance accessing social services (i.e. applying for public assistance programs) and education and outreach efforts that provide information on programs offered by DHS.
4. Advise DHS on how to engage AAPI representative(s) in the LACAG and provide translation, interpretation and/or language access quality control related to AAPI representative (s) participation in the LACAG.
5. Provide DHS with outreach and technical assistance including strategies for developing effective outreach events for immigrant communities, how to build community relationships within immigrant communities, and how to engage LEP/NEP customers.
6. Provide DHS with quality control review(s) of DHS translated materials in Chinese and Vietnamese for DHS.
7. Inspect work performed under this MOU for quality, timeliness, and compliance with applicable laws, regulations and policies, prior to submission of bi-annual narrative progress reports (to be developed by DHS and MOAPIA) to DHS.

8. Ensure that the funds transferred under this MOU are expended solely for eligible DHS activities and costs specified in this MOU.
9. Respond to DHS requests for project information, records or inspections of applicable case records in the time frames requested by DHS.
10. Submit to DHS, on a bi-annual basis, a "DHS-MOAPIA Language Access Status Report". This report shall include the following, as of the date it is submitted:
 - a. Number of AAPI clients served and languages spoken;
 - b. List and description of events MOAIPA participated in to educate AAPI residents about DHS programs and services and provide assistance to AAPI residents in accessing DHS programs and services;
 - c. Number and description of quality control review(s) MOAIPA performed on DHS translated materials in Chinese and Vietnamese; and
 - d. Summary of any MOAIPA staffing changes.
11. Submit to DHS, annually, a "DHS-MOAPIA Language Access Closeout Report" for the most recently closed fiscal years This report shall include, but not be limited to, the following:
 - a. Number of AAPI clients served and languages spoken;
 - b. List and description of events MOAIPA participated in to educate AAPI residents about DHS programs and services and provide assistance to AAPI residents in accessing DHS programs and services;
 - c. Number and description of quality control review(s) MOAIPA performed on DHS translated materials in Chinese and Vietnamese;
 - d. Summary of any MOAIPA staffing changes; and
 - e. Comparison analysis between the two (2) most two recently closed fiscal years for activities listed in Section III, Sub-section A.10.a-d above.
12. Provide translation of DHS outreach materials including DHS' social media posting when requested by DHS.

B. RESPONSIBILITIES OF DHS

DHS shall:

1. Transfer two hundred two thousand one hundred seventy-nine dollars (\$202,179.00) through the Intra-District Advance process for Fiscal Year (FY) 2019 to MOAIPA.
2. Provide a customer-accessible location for the employees hired under this MOU to work at the Taylor Street Service Center, located at 1207 Taylor Street, N.W. and the H Street Service Center located at 645 H Street, N.E., three days a week.
3. Inform MOAIPA promptly on any new policies, regulations, programs or changes that affect DHS clients, including AAPI clients.

4. Provide MOAPIA with DHS' program materials and contents for outreach and educating District AAPI communities. This includes, but is not limited to, hard copy materials and information added to DHS' webpage.
5. Provide technical assistance and training to MOAPIA regarding DHS' program policy, administration and program requirements when necessary.
6. Facilitate mandatory bi-annual meetings between MOAPIA and DHS designated representatives to review the most immediate DHS-MOAPIA *Language Access Status Report* submitted by MOAPIA.

IV. TARGET POPULATION

Target population of this project is AAPI who are District residents, particularly LEP/NEP, who face linguistic and cultural barriers.

V. DURATION OF MOU

This MOU shall be effective as of the date the last Party executes this MOU through September 30, 2019, unless terminated in writing by the Parties prior to the expiration date.

VI. AUTHORITY FOR MOU

D.C. Official Code §1-301.01 (k) (ed. 2001 & Supp. 2013).

VII. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed two hundred two thousand one hundred seventy nine dollars and zero cents (\$202,179.00) for FY 2019.
2. In the event of termination of the MOU, re-payment of any remaining funds to DHS may be held in abeyance pending all required fiscal reconciliation, but not longer than September 30, 2019.

B. PAYMENTS

1. Payment for the goods and services shall be made through an Intra-District advance by DHS to MOAPIA based on the total amount of this MOU.
2. Advances to MOAPIA for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
3. MOAPIA shall maintain payment reconciliation records for all cost expended under this MOU.
4. DHS is not obligated to reimburse MOAPIA for costs incurred in excess of two hundred two thousand one hundred seventy-nine dollars (\$202,179.00) the cost ceiling specified in this MOU budget.

5. 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 District Office of Financial Operations and Systems.
6. DHS shall disburse funds to MOAPIA to carry out the functions of this MOU.
7. Upon final completion of the projects and activities for which funds have been provided by DHS, expiration of the term of this MOU, cancellation, or termination of this MOU, MOAPIA shall transfer to DHS any unspent, excess or surplus funds, to include accounts receivable attributable to the use of the funds.
8. Any expenditure disallowed by DHS or federal government audit shall be subject to repayment by MOAPIA.

VIII. ANTI-DEFICIENCY CONSIDERATIONS

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

IX. COMPLIANCE AND MONITORING

MOAPIA shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable DHS program requirements.

X. RECORDS AND REPORTS

- A. MOAPIA shall submit to DHS a bi-annual narrative progress report (i.e. DHS-MOAPIA Language Access Status Report) that, at a minimum, details the project's accomplishments, activities and milestones reached within the most immediate six months. The description of accomplishments should include the number of contacts with clients and indicate the type of services provided. Additional content of this report may be developed by DHS and MOAPIA.
- B. MOAPIA shall retain all records pertinent to the activities funded under this MOU for a period of three (3) years following expiration or termination of this MOU.
- C. MOAPIA shall maintain all records that are pertinent to the activities to be funded under this MOU. Such records shall include but are not limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records required to demonstrate the activities performed under this MOU are authorized pursuant to applicable laws and regulations;
 3. Relevant financial records supporting expenditures under this MOU budget.

- D. MOAPIA shall make certain documents (such as flyers for public events, materials that are translated in various languages, their case assistance procedure, etc.) available for inspection by duly authorized representatives of DHS and other District officials as may be specified by DHS, in accordance with all applicable federal and District laws, statutes, regulations and policies.
- E. MOAPIA shall submit to DHS a DHS-MOAPIA Language Access Status Close-Out Report within thirty (30) days after expiration of the MOU, termination of this MOU, or final payment for activities under this MOU, whichever occurs later. The Close-Out Report shall, at a minimum, include a narrative of MOAPIA's completed tasks based on the activities, performance measures and goals outlined in Section III, Scope of Services. Attachments to the Close-Out Report shall include:
 - 1. Final Expenditure Report
 - 2. Final Performance Report
 - 3. Narrative Report which summarizes the quantitative outcomes of the MOU services and activities provided to the customers in District communities and a narrative discussion of the qualitative impact of the MOU project on the District's API and other immigrant communities.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all applicable federal and District laws, statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

XII. TERMINATION

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

XIII. NOTICE

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

For MOAPIA:

Ngoc Trinh
Director of Community Engagement
Office on Asian and Pacific Islander Affairs
441 4th Street, N.W., Room 721N
Washington, DC 20001
Office: (202) 727-3120
Email: Ngoc.Trinh@dc.gov

For DHS:

Jaime Holguin
Special Emphasis Program Coordinator
Department of Human Services
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Office: (202) 671-4731
Email: Jaime.Holguin@dc.gov

XIV. MODIFICATIONS

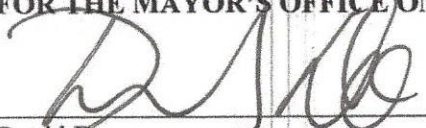
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XV. 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:

FOR THE MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS:



David Do
Director

Date: 10/30/2018

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: OCT 24 2018

BUDGET

SERVICE	ESTIMATION ONLY	AREA	RATIONALE
Hire two (2) full-time (DS-9 Step 3 and DS-9 Step 3) workers who are fluent in Vietnamese and Chinese.	\$140,983.00	Personnel	Two (2) staff members will be present at DHS centers, three (3) days a week to serve Vietnamese and Chinese clients. She/he will be working at MOAPIA's office two (2) days a week, handling case assistance, planning and reporting work.
Transportation	\$3,000.00	Transportation	For outreach workers to get to various locations (WMATA SmartTrip cards).
Telecommunications	\$1,500.00	Telecom	Cellphone subscription, VPN, and others.
Miscellaneous (printing, translation, interpretation, equipment, etc.)	\$23,000.00		Costs of printing, translation, interpretation, interpretation equipment rental, etc.
Administrative/management cost	\$33,696.00	Administration	Cost to administer work for this MOU agreement (20%).
TOTAL	\$202,179.00		



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

11/5/2018

SELLER INFORMATION

AGENCY: Office of the Chief Technology Officer

AGENCY CODE: TOO

NAME OF CONTACT: Phil Peng

ADDRESS : 2001 I St, NE
Washington, DC 20003

TELEPHONE # :

FAX # :

AUTHORIZING OFFICER 
Anjolette Hudson Beckham

DATE: 11, 30, 18

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington DC 20002

TELEPHONE # : (202) 671-4240

FAX # : (202) 671-4203

AUTHORIZING OFFICER 
Hayden Bernard, AFO

DATE: 12 / 03 / 18

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: To establish OCTO's roles, responsibilities, and procedures to provide technical services and support including coldulting and testing services for DHS's CATCH 2 and DIMS applications.

TOTAL: \$ 75,000.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	T00	19	1363	9DHSC	20131	4600	4600		9CATCH/02		
BUYER	JA0	19	0100	APJTO	TJ108	0501	0501				

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
OFFICE OF THE CHIEF TECHNOLOGY OFFICER
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS), the Buyer Agency, and the Office of the Chief Technology Officer (OCTO), the Seller Agency, collectively referred to herein as the "Parties".

DHS is the District agency responsible for assisting low-income individuals and families in the District to maximize their potential for economic security and self sufficiency. The DHS Office of Information Services (OIS) develops and owns DHS applications, maintains the applications after initial deployment, and is responsible for funding the Document Imaging Management System (DIMS) and Customer Assessment, Tracking and Case History (CATCH) 2 projects.

OCTO is the District agency charged with the responsibility to develop, implement, and maintain the District's technology infrastructure, including but not limited to, developing and implementing major enterprise applications, establishing and overseeing technology policies and standards, providing technology services and support to District agencies, and developing technology solutions for improving services to businesses, residents, and visitors to the District.

DHS has requested OCTO's Software Quality Assurance (SQA) services for DHS' CATCH 2 application developed by DHS/OIS for Fiscal Year (FY) 2019. The OCTO SQA team will provide testing services (Functionality, Load & Performance, Mobile) to the CATCH 2 application based on OCTO and DHS/ OIS standards and requirements. The CATCH 2 application is used to manage the cases of Temporary Assistance for Needy Families (TANF) benefit recipients. Case management entails reviewing demographic information, capturing participation data in terms of hours spent on certain activities on a weekly basis, and the determination of applicable sanctions based on data captured for the customer.

II. LEGAL AUTHORITY FOR MOU

This MOU is being entered into pursuant to D.C. Official Code § 1-301.01(k); D.C. Official Code §§ 1-1401, *et seq*; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish OCTO's roles, responsibilities, and procedures to provide technical services and support, including consulting and testing services, for DHS' CATCH 2 application. CATCH 2 is used to manage the cases of TANF benefit recipients. Case management entails reviewing demographic information, capturing participation data in terms of hours spent on certain activities on a weekly basis, and the determination of applicable sanctions based on data captured for the customer. DHS OIS develops and owns the CATCH 2 application and is requesting SQA services from OCTO to verify and test CATCH 2 based on OCTO and DHS OIS standards and requirements.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

OCTO shall be responsible for the following:

1. OCTO shall provide staff consulting services, i.e. SQA services, to DHS in an amount not to exceed a total cost of seventy-five thousand dollars (\$75,000.00).
2. OCTO shall perform testing, including functional, performance, load, and mobile testing, based on DHS requirements, as outlined below:
 - i. Functional Testing:
 - a. Develop the test plan;
 - b. Identify the test phase approach details, the test methods, and set goals for various stages of testing such as when to do functional and regression tests;
 - c. Estimate the test effort, risks, and resources;
 - d. Identify the staffing needs, the staff's training plan, and assign roles/responsibilities;
 - e. Work with DHS OIS to prepare test schedule and milestones;
 - f. Manage defect activities;
 - g. Ensure that there is a traceability matrix to indicate coverage for all requirements;
 - h. Manage project testing activities via the Hewlett Packard Application Life Cycle Management (HP ALM) tool for all DHS OIS Projects;
 - i. Design and develop Selenium automation scripts for DHS OIS Projects; and
 - j. Provide test completion report and support any subsequent releases.
 - ii. Performance and Load Testing:

- a. Provide performance and load testing services at OCTO to blend performance testing and engineering techniques to enable business transformation of new and existing applications;
 - b. Performance test requirements gathering based on the workflows identified with the business users;
 - c. Perform load test script development and maintenance;
 - d. Perform load, stress and performance testing;
 - e. Report test results and analysis reporting; and
 - f. Provide final test completion report and support subsequent load test efforts.
- iii. Load Testing Limitations: OCTO shall inform DHS if there are limitations on load testing by any third-party COTS (Consumer off the Shelf) application/production, which requires support from the vendor.
 - iv. Load Testing Services: OCTO shall provide load testing services based on the following load running licenses: Web & Multimedia Bundle – 1000 Vusers, Oracle E Business Bundle – 550 Vusers, Web 209 Bundle 602 Vusers. The licenses are not purchased for all the APIs (Application Program Interface).
 - v. HP Support Approval: OCTO shall inform DHS and obtain DHS approval if support needs to be requested from HP (Hewlett Packard) due to uniqueness of the application and configuration issues that may arise during the script development or the load testing execution.
 - vi. Mobile Testing: OCTO shall support testing of the new mobile application created by DHS OIS.
3. OCTO shall log and manage defects in HP ALM and testing status report with all the defects and testing status will be sent to the DHS OIS team by the end of each business day until the testing is complete.
 4. OCTO shall provide test completion reports and support any subsequent releases defined by DHS. Test completion report will be sent after the testing is complete and all the major issues are resolved and application is good for implementation for every release.
 5. OCTO shall provide test scripts that can be run by DHS OIS after the project is completed. DHS will have access to HP ALM for all OIS Projects.

B. RESPONSIBILITIES OF BUYER AGENCY

DHS shall be responsible for the following:

1. DHS shall provide the total amount of funding upfront for the OCTO services defined by the MOU and subject to the limitations stated in Section VI below.
2. DHS shall provide a test environment (Server or test box where the newly developed code will be deployed for testing purposes only which should not impact any daily

production activities). A test environment is needed for Functional testing and for Load & Performance testing.

3. DHS shall manage release activities like project schedules, release notes, change advisory board (CAB) approvals, etc.
4. DHS shall contact the OCTO SQA team in preparing the project schedule so that the SQA team may provide the proper tasks and timeline (based on DHS CATCH 2 Functional and Performance requirements) for the testing phase.
5. DHS shall share the project schedule with the OCTO SQA team to allocate the resource(s) for the testing of DHS's CATCH 2 application. DHS shall provide the OCTO SQA team with sufficient lead time (approximately 2 to 4 weeks' notice) before the execution of Functional testing.
6. DHS shall provide access to DHS subject matter experts and program staff as needed for the clarification of Functional and Load & Performance CATCH 2 requirement and business process definitions in CATCH 2.
7. DHS shall identify and communicate project priorities, timelines for completion of projects and services/project approval processes through the DHS Chief Information Officer (CIO), or his/her delegate to OCTO.
8. DHS shall review the amount of OCTO SQA hours contributed towards the CATCH 2 project (not to exceed total of 937.5 hours) and review deliverables provided by OCTO, providing sign off if acceptable or pursuing rework or other measures to address DHS's needs, subject to the review and approval of the DHS CIO.
9. DHS shall process an advance of seventy-five thousand dollars (\$75,000.00) (as stated in Section VI. COST OF SERVICES below) to OCTO within (30) business days after the execution of this MOU by both Parties.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be for FY 2019 from October 1, 2018 through September 30, 2019 unless terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and/or services under this MOU shall not exceed seventy-five thousand dollars (\$75,000.00) for FY 2019. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided, including labor, materials, and overhead, provided all costs and expenditures shall not exceed seventy-five thousand dollars (\$75,000.00) for FY 2019.
2. The estimated cost of this MOU is based on approximately twelve (12) months of testing that OCTO shall provide to DHS at a rate of \$80.00 an hour for approximately 937.5 hours of SQA services, provided all costs and expenditures shall not exceed for FY 2019. It is anticipated that additional SQA services may be required. If so, OCTO and DHS shall amend this MOU to authorize additional SQA services and funding as determined appropriate.
3. In the event of termination of the MOU, payment to OCTO shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30th of the current fiscal year.

B. PAYMENT

1. Payment for the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU, which shall not exceed seventy-five thousand dollars (\$75,000.00).
2. OCTO shall submit monthly reconciliations of total hours expended and the costs of services to DHS. The reconciliations shall include: (1) List of materials and their costs; (2) Labor costs including hourly rates for all laborers, and (3) overhead.
3. Advances to OCTO for the services to be performed and/or goods to be provided shall not exceed the amount of seventy-five thousand dollars (\$75,000.00) for FY 2019.
4. OCTO shall receive the advance and bill DHS through the Intra District process only for those goods and/or services provided pursuant to the terms of this MOU.
5. OCTO shall return any excess advance funds to DHS by August 15, 2019 or within five (5) days of termination of the MOU, whichever occurs first.

6. OCTO shall be responsible for any amounts ultimately disallowed by an audit.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1349, 1351); (ii) the District of Columbia Anti-Deficiency Act (D.C. Official Code §§ 47-355.01 355.08); (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

Seller Agency shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements and those related to federal grant relationships.

X. RECORDS AND REPORTS

OCTO, in addition to quarterly financial reports, shall on a quarterly basis submit supporting documentation for use of all funds provided to OCTO to DHS for submission to the Federal granting authorities. OCTO shall provide monthly schedule updates, plan progress, and quarterly expenditure 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 this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District of Columbia in its sole discretion.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving at least three (3) months advance written notice to the other Party. In the event of termination of this MOU, payment to OCTO shall be held in abeyance until all required fiscal reconciliation, but not later than September 30, 2019.

XII. NOTICES

The following individuals are the contact points for each Party:

Boyle Stuckey

Chief Information Officer
Department of Human Services
64 New York Avenue, N.E. #6, 4th Floor
Washington, D.C. 20002
E-mail: Boyle.stuckey@dc.gov
Phone: (202) 442-3273

Mohammad Shibly

Office of the Chief Technology Officer
Government of the District of Columbia
2001 Street, S.E., 4th Floor
Washington, DC 20003
Email: Mohammad.shibly@dc.gov
Phone: (202) 741 8828

III. PROCUREMENT PRACTICES REFORM ACT

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

XIV. RESOLUTION OF DISPUTES

The Parties' Directors, or their designees, shall resolve all disputes and adjustments resulting from goods and services provided under this MOU. In the event the Parties cannot resolve a dispute, the matter shall be referred to the District City Administrator. The District City Administrator's decision related to any referred disputes shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems within the District Office of the Chief Financial Officer.

XV. CONFIDENTIAL INFORMATION

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

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

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

11/5/18

Date

FOR THE OFFICE OF CHIEF TECHNOLOGY OFFICER:



Barney Krucoff
Date
Interim Chief Technology Officer

11/20/18



INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia



PART I

GENERAL

MOU NUMBER: JR0-2019-SLI

DATE OF MOU: 18-Jun-19

SELLER INFORMATION

AGENCY: Office of Disability Rights

AGENCY CODE: JR0

NAME OF CONTACT: Seema Singh, Budget Officer

ADDRESS : 250 E Street, SW, 6th floor

Washington, DC 20024

TELEPHONE # : (202) 730-1567

FAX # : _____

AUTHORIZING OFFICER 

DATE: 7/3/19

BUYER INFORMATION

AGENCY: Dept. of Human Services

AGENCY CODE: JA0

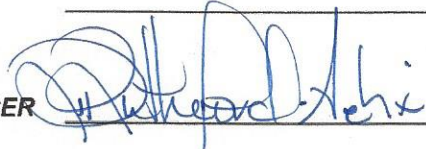
NAME OF CONTACT: Hayden Bernard, AFO

ADDRESS : 64 NY Ave., NE, 4th Floor

Washington, DC 20002

TELEPHONE # : (202) 671-4240

FAX # : _____

AUTHORIZING OFFICER 

DATE: 8/8/19

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
MEMORANDUM OF UNDERSTANDING BETWEEN THE
OFFICE OF DISABILITY RIGHTS AND THE
OFFICE OF THE CITY ADMINISTRATOR
FOR
SIGN LANGUAGE INTERPRETATION SERVICES
FOR PARTICIPATING AGENCIES
(INTRA-DISTRICT FUNDING)
FY 2019

This Memorandum of Understanding (“MOU”) is made as of the 17th day of April 2019 by and between the Office of Disability Rights (ODR) (“Seller”) and the Office of the City Administrator (OCA) (“Buyer”) on behalf of participating District agencies listed in Attachment A.

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

I. BACKGROUND

- A. This MOU assesses the participating agencies listed in Attachment A for the costs of sign language interpretation services provided through ODR and shall serve as the basis for imposing and collecting assessments from other participating agencies who request sign language interpretation services from ODR after the effective date of this MOU. The City Administrator is signing the MOU on behalf of all participating agencies.
- B. The Office of the Chief Financial Officer, by and through the Agency Fiscal Officer of the Office of Disability Rights, will collect one hundred percent (100%) of the assessments against the participating agencies for the costs of sign language interpretation services (as set forth in Attachment A) as advances after the effective date of this MOU in order to obligate funds for the purchase order issued by ODR for the provision of sign language interpretation services. If an agency requests sign language interpretation services and the costs of those services are not covered by Attachment A, the request will be processed separately from, or as an addendum to, this MOU.

II. SERVICES/OBLIGATIONS OF PARTIES

- A. ODR shall, upon the request of participating agencies, provide sign language interpretation services (via a private contract vendor) for the participating agencies for meetings, conferences, trainings, and other interactions with District residents and consumers who are deaf and hard-of-hearing. The program will

also provide interpreter services as a reasonable accommodation for District government employees who are deaf or hard-of-hearing for meetings, conferences and trainings.

- B. The following guidelines shall apply to the provision of sign language interpretation services by ODR under this MOU:
1. Interpreters must be requested by a participating agency with at least five (5) business days' notice.
 2. Interpreters generally are not available on an emergency/short-notice basis.
 3. Interpreters are only available for travel within the District.
 4. Interpreters may be provided for District government employees who are deaf or hard-of-hearing as a reasonable accommodation for meetings, conferences and trainings.
 5. If a participating agency cancels a request for an interpreter with less than three (3) business days' notice, the agency shall be responsible for the full cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation services from a participating agency falls outside of the guidelines described in subsection B of this section, interpreter services may be sought independently at the agency's own cost. ODR can assist with arranging for these services.
- D. The City Administrator, on behalf of the participating agencies, agrees to the terms, projected costs, and fund availability associated with the MOU.

III. FUNDING PROVISIONS

A. PAYMENT AND COST OF SERVICES

1. Payment for the services shall be made through Intra-District advances by the participating agencies to ODR in the amounts set forth in Attachment A, and any subsequent addendum. The participating agencies shall submit their advances within ten (10) business days after the effective date of this MOU.
2. ODR and a participating agency listed in Attachment A may increase the relevant amount listed in Attachment A by the mutual agreement of ODR and the participating agency. In addition, an agency not listed in Attachment A may participate in this MOU by the mutual agreement of ODR and the agency.

3. ODR shall provide itemized invoices for each completed service request, which shall explain the amounts billed for that request.
4. Advances to ODR for the services to be performed shall not exceed the amounts set forth in Attachment A, as may be modified pursuant to paragraph A.2 of this section.
5. ODR will relieve the advance and bill the participating agencies through the Intra-District process only for the actual costs of those goods and services actually provided pursuant to the terms of this MOU.
6. ODR shall return any excess advances to the participating agencies by September 30, 2019.

B. FY 2019 ASSESSMENT AMOUNT

The FY 2019 assessment amounts listed in Attachment A are based on agencies' prior fiscal years usage, and projected contract cost increases. Participating agencies' assessment amounts have been increased by twenty percent (20%) of their actual FY 2018 expenditures.

C. ADDITIONAL CHARGES

The participating agencies are responsible for all charges above the MOU advance amounts. Charges above the advance amounts may occur because of increased demand for services by a participating agency, because of increased costs of services, or for other reasons not under the control of ODR. ODR shall notify the participating agencies if increased costs are expected to occur. It is also the responsibility of each participating agency to inform ODR of any current or future activities that may affect projected expenditures. Additional charges shall be paid pursuant to the terms of III.A.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, 2018, through September 30, 2019, unless 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

ODR shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and shall make these documents 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/ODR

Haydn Demas, ADA Compliance Specialist
Office of Disability Rights
441 4th Street NW, Suite 729N
Washington, DC 20001
Phone: 202-724-5055
Email: haydn.demas@dc.gov

For the Buyer/OCA

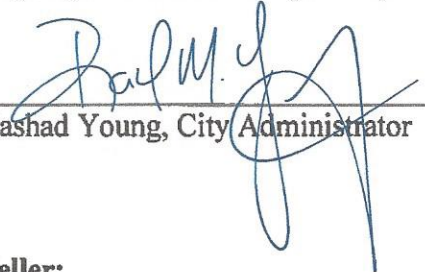
Barry Kreiswirth, General Counsel
Office of the City Administrator
1350 Pennsylvania Avenue NW, Suite 513
Washington, DC 20004
Phone: 202-615-2091
Email: barry.kreiswirth@dc.gov

VIII. MODIFICATIONS

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

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

Buyer (on behalf of the participating agencies):



Rashad Young, City Administrator

Date: 6/18/19

Seller:



Mathew McCollough, Director (ODR)

Date: 4/17/19

ATTACHMENT A

Participating Agencies -- FY18 Usage and FY19 Advance Amounts				
Agency Code	Agency Acronym	Buyer Agency Name	Actual FY18 Usage	FY19 MOU Advance Amount
AA0	EOM	Executive Office of the Mayor	\$13,715.00	\$16,458.00
AE0	OCA	Office of City Administrator	10,920.00	3,000.00
BD0	OP	Office of Planning	1,116.00	1,339.00
BE0	DCHR	Department of Human Resources	3,620.00	4,344.00
BX0	CAH	Commission on the Arts and Humanities	14,190.00	17,028.00
CF0	DOES	Department of Employment Services	23,660.00	28,392.00
CI0	OCTFME	Office of Cable Television, Film, Music and Entertainment	6,400.00	7,680.00
CR0	DCRA	Department of Consumer and Regulatory Affairs	870.00	1,044.00
DB0	DHCD	Department of Housing and Community Development	3,200.00	3,840.00
EB0	DMPED	Office of the Deputy Mayor for Planning and Economic Development	680.00	816.00
EN0	DSLBD	Department of Small and Local Business Development	8,806.00	10,567.00
FB0	FEMS	Fire and Emergency Medical Services	1,110.00	1,332.00
FQ0	DMPSJ	Office of the Deputy Mayor for Public Safety and Justice	230.00	276.00
GA0	DCPS	DC Public Schools	64,062.00	76,874.00
GD0	OSSE	Office of the State Superintendent of Education	4,550.00	5,460.00
HC0	DOH	Department of Health	350.00	420.00
HM0	OHR	Office of Human Rights	2,985.00	3,582.00
JA0	DHS	Department of Human Services	11,186.00	13,423.00
JMO	DDS	Department on Disability Services		1,000.00
KA0	DDOT	District Department of Transportation	7,759.00	9,311.00
KG0	DOEE	Department of Energy and Environment	4,781.00	5,737.00
SR0	DISB	Department of Insurance, Securities, and Banking	4,888.00	5,866.00
Subtotal - Fund 0703			\$189,078.00	\$217,789.00

OFFICE OF DISABILITY RIGHTS (ODR)/Agency Code JR0
 Sign Language Interpretation Services (SLI)
 FY2019 Year-to-Date Expenditures - invoices through June (SOAR month 9)

Purchase Orders:

	PO Amount	PO Exp	PO Balance
PO593841 - Graham Staffing Services Inc	50,000.00	23,225.00	26,775.00
PO597083 - Context Global Inc.	80,000.00	36,845.00	43,155.00
PO604911 - Andean Consulting Solutions Inc (ACSI)	22,000.00	3,687.90	18,312.10
PO593842 - Andean Consulting Solutions Inc (ACSI)	100,000.00	100,000.00	-
	252,000.00	163,757.90	88,242.10

Fund 0703 - Project#/Phase: IDCASL/19

Eff Date	Doc Number	Reference Doc	Invoice #	Service Date	Description	Reporting To	Buyer Agency Receiving SLI Services	Buyer Agency Code	Object	Index	PCA	Amount	Purchase Order #	Vendor
20190624	ZEH19851	VOH19851	7293	06/11/19	Case Manager Meeting	Tiffany Tyler	DHS	JAO	429	IDSLS	20200	330.00	PO604911	ANDEAN CONSULTING SOLUTIONS
20190524	ZEH06226	VOH06226	7165	05/08/19	SPDAT Vulnerability Assessment for 2 Clients	William Kuennen	DHS	JAO	429	IDSLS	20200	354.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190524	ZEH06226	VOH06226	7165	05/08/19	SPDAT Vulnerability Assessment for 2 Clients	William Kuennen	DHS	JAO	429	IDSLS	20200	354.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190517	ZEH05791	VOH05791	3278V3	04/29/19	Intake Appointment	Naomi Eversley	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190503	ZEG97806	VOG97806	7087	04/15/19	Follow-up session to provide rental assistance	Tiffany Tyler	DHS	JAO	429	IDSLS	20200	330.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190503	ZEH00590	VOH00590	3261	04/26/19	Case Manager Meeting	Tiffany Tyler	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190430	ZEG98011	VOG98011	3259	04/17/19	Insurance Questions	Daniel Baker	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190430	ZEG98011	VOG98011	3259	04/17/19	Client Intake Meeting	Yolanda Pearson	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190412	ZEG93224	VOG93224	3250	04/03/19	Case Management Training	Jenna Cavasco	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190412	ZEG93224	VOG93224	3250	04/04/19	OWO Orientation, TANF Assessment and IRP	Sheena Nicholson	Dept. of Human Services, Economic Security Administration	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190408	ZEG90418	VOG90418	3245	03/26/19	Rescheduled Appointment to verify DC residency	Brandon Gaymon	Dept. of Human Services	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190329	ZEG87539	VOG87539	3232	03/18/19	Neglect Allegation (Investigation)	Barbara Brewer	Dept. of Human Services	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190329	ZEG87539	VOG87539	3232	03/18/19	Case Management Training	Ivana Essem	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190329	ZEG87539	VOG87539	3232	03/22/19	Case Management Training	Jenna Cavasco	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190318	ZEG83176	VOG83176	6945	03/04/19	Case Manager Meeting	Jenna Cavasco	DHS	JAO	429	IDSLS	20200	330.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190308	ZEG79444	VOG79444	6911	02/27/19	Case Manager Meeting	Jenna Cavasco	DHS	JAO	429	IDSLS	20200	330.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190308	ZEG79455	VOG79455	6912	03/01/19	Case Manager Meeting	Jenna Cavasco	DHS	JAO	429	IDSLS	20200	236.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190301	ZEG72516	VOG72516	6862	02/06/19	Service Center Appointment	Sheila Armstrong	DHS	JAO	429	IDSLS	20200	330.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190222	ZEG61882	VOG61882	3174V2	01/09/19	Submit Medical documents for son	Tracy Winkle	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190222	ZEG70270	VOG70270	3197	01/30/19	TANF Orientation & Assessment	Sheila Armstrong	DHS	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190125	ZEG57745	VOG57745	6764	12/24/18	Snap Benefits Appointment	Dwain McCray	DHS	JAO	429	IDSLS	20200	230.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20190118	ZEG57899	VOG57899	3170	12/28/18	SNAP Benefits	Sheila Armstrong	Department of Human Services	JAO	429	IDSLS	20200	150.00	PO597083	CONTEXT GLOBAL INC
20190107	ZEG56088	VOG56088	6612	11/05/18	SNAP Benefits Appointment	Damion Graham	DHS	JAO	429	IDSLS	20200	230.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20181205	ZEG47323	VOG47323	17-2027	10/15/18	DHS Application Appt	Eric Calhoun	Dept. of Human Services	JAO	429	IDSLS	20200	210.00	PO593841	GRAHAM STAFFING SERVICES INC

OFFICE OF DISABILITY RIGHTS (ODR)/Agency Code JRO
 Sign Language Interpretation Services (SLI)
 FY2019 Year-to-Date Expenditures - invoices through June (SOAR month 9)

Purchase Orders:

	PO Amount	PO Exp	PO Balance
PO593841 - Graham Staffing Services Inc	50,000.00	23,225.00	26,775.00
PO597083 - Context Global Inc.	80,000.00	36,845.00	43,155.00
PO604911 - Andean Consulting Solutions Inc (ACSI)	22,000.00	3,687.90	18,312.10
PO593842 - Andean Consulting Solutions Inc (ACSI)	100,000.00	100,000.00	-
	252,000.00	163,757.90	88,242.10

Fund 0703 - Project#/Phase: IDCASL/19

Eff Date	Doc Number	Reference Doc	Invoice #	Service Date	Description	Reporting To	Buyer Agency Receiving SLI Services	Buyer Agy Code	Object	Index	PCA	Amount	Purchase Order #	Vendor
20181130	ZEG46472	VOG46472	6525	10/04/18	Childcare Subsidy Application	Linda Logan	Dept. of Human Services	JA0	429	IDSL9	20200	230.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20181130	ZEG46480	VOG46480	653B	10/09/18	SNAP Recertification	Joyce Speaks-Hellams	DHS	JA0	429	IDSL9	20200	230.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20181130	ZEG46480	VOG46480	653B	10/10/18	Childcare Subsidy Application	Linda Logan	DHS	JA0	429	IDSL9	20200	230.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20181130	ZEG46480	VOG46480	653B	10/12/18	Childcare Subsidy Application	Eric Calhoun	DHS	JA0	429	IDSL9	20200	320.00	PO593842	ANDEAN CONSULTING SOLUTIONS
20181130	ZEG46487	VOG46487	657B	10/25/18	Medicaid Inquiry	Jennifer Gonzales	DHS	JA0	429	IDSL9	20200	320.00	PO593842	ANDEAN CONSULTING SOLUTIONS
												5,544.00		
TOTAL SLI Exp including outstanding invoices												163,757.90		

INTRA DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

PART I

MOU NUMBER: 7TBJA9/19

DATE OF MOU: 10/01/18

SELLER INFORMATION

AGENCY: Office of the Chief Financial Officer

AGENCY CODE: AT0

NAME OF CONTACT: Jeanne M. Hoover

ADDRESS: 1101 4th Street, S.W., 8th Floor

Washington, DC 20024

TELEPHONE: (202) 727-0911

FAX: (202) 727-6049

AUTHORIZING OFFICER: Jeanne M. Hoover **DATE:** 01/11/2019
Jeanne Marie Hoover

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS: 64 New York Ave., NE, 6th Floor

Washington, DC 20002

TELEPHONE: (202) 671-4242

FAX: (202)

AUTHORIZING OFFICER: D Rutherford-Felix **DATE:** 02/12/2019

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

INTRA DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

PART II

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: TANF BENEFITS

DATE: **10/01/18**

TOTAL: **\$275,000.00**

	<i>Agy</i>	<i>Year</i>	<i>Org Code</i>	<i>Index</i>	<i>PCA</i>	<i>Object</i>	<i>Agy Obj</i>	<i>Grant/Phase</i>	<i>Project/Phase</i>
Seller	AT0	19	7100	706U4	70400	4600	4600		7TBJA9/19
Buyer	JA0	19	2000	TADM9	TE144	0409	0409	99AFTF/19	
Buyer	JA0	19							

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE OFFICE OF THE CHIEF FINANCIAL OFFICER, ACTING THROUGH
THE OFFICE OF FINANCE AND TREASURY
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia (“District”) Department of Human Services (“DHS” or “Buyer Agency”) and the Office of the Chief Financial Officer (“OCFO” or “Seller Agency”), acting through the Office of Finance and Treasury (“OFT”), collectively referred to herein as the “Parties” and individually as a “Party.”

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2001 ed. & Supp. 2014). Other controlling authority related to the administration of the Temporary Assistance for Needy Families (“TANF”) Program includes the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, approved August 21, 1996 (Pub. L. No. 104-193; 42 U.S.C. §601, *et seq.*), as amended; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-205.01, *et seq.*), as amended; and any applicable District and federal laws or regulations.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish the terms and conditions under which the Buyer Agency shall reimburse the Seller Agency for the actual costs of its personnel utilized under this MOU and contracting with the eFunds Corporation to handle the issuance of TANF benefits including issuance and re-issuance of Electronic Benefits Transfer (“EBT”) cards, training and customer services. In addition, the Seller Agency shall procure a suite of services to implement the federal Middle Class Tax Relief and Job Creation Act of 2012, effective February 22, 2012 (Pub. L. No. 112-96; 126 Stat. 197; 42 U.S.C. §608(a)), as amended, which prohibits the use of EBT cards at certain business establishments and provides EBT use and monitoring services.

In addition, the Seller Agency shall ensure that the contractor eFunds Corporation completes the deliverables needed by DHS to test and launch the DC Access System (“DCAS”) as it relates to the EBT program and as detailed in Section IV.A.2 herein.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

1. Seller Agency, with both Seller Agency personnel and through the contract with eFunds Corporation, shall administer issuance of TANF benefits including issuance and re-issuance of the EBT cards, training and customer service.
2. Seller Agency, through the contract with eFunds Corporation, shall ensure that eFunds Corporation performs the following deliverables necessary to the successful testing and launch of DCAS as it relates to the EBT program:
 - a. Create a new FX ID for DC to use for file transmissions for EBT to the District's existing Test and Production environments on the ebtEDGE System.
 - b. Create datasets for all production and test batch files to be received by eFunds from the District and all production and test response files to be sent back to the District from eFunds.
 - c. Validate transmission of files and dataset names with the District.
 - d. Build and configure an automated process for the Testing and Production of batch files received by eFunds from the District and send back to the District responses to the batch files received.
 - e. Provide up to 20 hours of assisted testing, during implementation. This includes phone support from FIS support staff while the District is testing.
 - f. Provide access to Certification environment for unassisted testing.
 - g. Update the District's Detail Design Document and Interface Manual to reflect the addition of the new FX ID and File Transmission Dataset names.
 - h. Set-up the agreed upon file transmission datasets naming conventions.

B. RESPONSIBILITIES OF BUYER AGENCY

Buyer Agency shall transfer **two hundred seventy-five thousand dollars (\$275,000.00)** to the Seller Agency for the purposes described in Sections III, IV.A.1 and IV.A.2. of this MOU, provided all costs and expenditures shall not exceed **two hundred seventy-five thousand dollars (\$275,000.00)** for Fiscal Year (FY) 2019.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of five (5) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period sixty (60) days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for goods and/or services under this MOU shall not exceed **two hundred seventy-five thousand dollars (\$275,000.00)** for FY 2019.

B. PAYMENT

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

1. Seller Agency shall submit monthly reconciliations which shall include itemized monthly invoices that are billed to the TANF program.
2. Advances to Seller Agency for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU which is **two hundred seventy-five thousand dollars (\$275,000.00)**.
3. Seller Agency shall be reimbursed by the Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU.
4. Seller Agency shall notify Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance shall not be billed during the current fiscal year.
5. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.
6. The Seller Agency shall be responsible for any amounts ultimately disallowed by audit or other review by the Buyer Agency or Federal government.

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 availability of funds and the provisions of: (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective

April 4, 2003 (D.C. Law 14-285; D.C. Official Code §§1-204.46, 47-105; 47-355.01-355.08) as amended, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

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

X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District in its sole discretion.

XI. TERMINATION

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

XII. NOTICES

The following individuals are the contact points for each Party:

Contact for Buyer Agency:

Anthea Seymour
Administrator
Economic Security Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 698-3900
Email: anthea.seymour@dc.gov

Contact for Seller Agency:

Jeanne Marie Hoover
Chief of Management Operations
Office of the Chief Financial Officer
1101 4th Street, S.W., Suite W800
Washington, DC 20024
Phone: (202) 727-0911
Email: jeanne.hoover@dc.gov

XIII. PROCUREMENT PRACTICES REFORM ACT

If a District agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§2-351.01, *et seq.*), as amended, to procure the goods or services of the agent or third party.

XIV. RESOLUTION OF DISPUTES

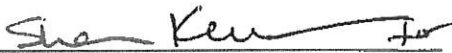
Anthea Seymour, DHS Economic Security Administration Administrator or Buyer Agency, and Jeanne Marie Hoover, Chief of Management Operations of Seller Agency, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the OCFO Office of Financial Operations and Systems ("OFOS"). The decision of OFOS shall be final.

XV. CONFIDENTIAL INFORMATION

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

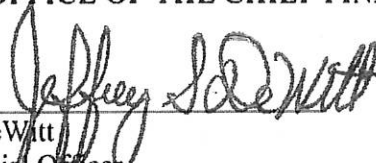
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

FOR THE DEPARTMENT OF HUMAN SERVICES:

By 
Laura Green Zeilinger
Director

11/21/18
Date

FOR THE OFFICE OF THE CHIEF FINANCIAL OFFICER:

By 
Jeffrey S. DeWitt
Chief Financial Officer

DEC 11 2018
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE OFFICE OF THE CHIEF FINANCIAL OFFICER
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia (“District”) Department of Human Services (“DHS” or “Buyer Agency”) and the Office of the Chief Financial Officer (“OCFO”), (“OCFO” or “Seller Agency”), Acting through the Office of Finance and Treasury (“OFT”) collectively referred to herein as the “Parties” and individually as a “Party”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2001 ed. & Supp. 2014). Other controlling authority related to the administration of the Supplemental Nutrition Assistance Program (“SNAP”) (formerly known as Food Stamps) includes, the Food and Nutrition Act of 2008, effective October 1, 2008 (Pub. L. No. 110-246; 7 U.S.C. §§2011, *et seq.*), as amended; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-201.01, *et seq.*), as amended; and any applicable District and federal law or regulation.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish the terms and conditions under which the Buyer Agency shall reimburse the Seller Agency for the actual costs of its personnel utilized under this MOU and contracting with the eFunds Corporation to handle the issuance of SNAP benefits including issuance and re-issuance of Electronic Benefit Transfer (“EBT”) cards, training and customer services.

In addition, the Seller Agency shall ensure that the contractor eFunds Corporation completes the deliverables needed by DHS to test and launch the DC Access System (“DCAS”) as it relates to the EBT program as agreed to by the Parties.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

Seller Agency with both Seller Agency personnel and through the contract with eFunds Corporation, shall administer the issuance of SNAP benefits including the issuance and re-issuance of EBT cards, training and customer service.

B. RESPONSIBILITIES OF BUYER AGENCY

Buyer Agency shall transfer **four hundred fifty thousand dollars (\$450,000.00)** to Seller Agency for the purposes described in Sections III and IV of this MOU, provided all costs and expenditures shall not exceed **four hundred fifty thousand dollars (\$450,000.00)** for Fiscal Year (FY) 2019.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from the October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of five (5) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period sixty (60) days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for goods and/or services under this MOU shall not exceed **four hundred fifty thousand dollars (\$450,000.00)** for Fiscal Year ("FY") 2019.

B. PAYMENT

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

1. Seller Agency shall submit monthly reconciliations which shall include itemized monthly invoices that are billed to the SNAP program.
2. Buyer Agency shall drawdown funds received from the United States Department of Agriculture (USDA) to reimburse the Seller Agency as a pass through, for the services to be performed and/or goods to be provided for an amount that shall not exceed **four hundred fifty thousand dollars (\$450,000.00)**.

3. Seller Agency shall be reimbursed by the Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU.
4. Seller Agency shall notify Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance shall not be billed during the current fiscal year.
5. Seller Agency shall return any excess advance to the Buyer Agency within thirty (30) days of the end of the current fiscal year.
6. The Seller Agency shall be responsible for any amounts ultimately disallowed by audit or other review by the Buyer Agency or Federal government.

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 availability of funds and the provisions of: (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285; D.C. Official Code §§1-204.46, 47-105; 47-355.01-355.08) as amended, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

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

X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District in its sole discretion.

XI. TERMINATION

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

XII. NOTICES

The following individuals are the contact points for each Party:

Contact for Buyer Agency:

Anthea Seymour
Administrator
Economic Security Administration
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: (202) 698-3900
Email: anthea.seymour@dc.gov

Contact for Seller Agency:

Jeanne Marie Hoover
Chief of Management Operations
Office of the Chief Financial Officer
1101 4th Street, S.W., Suite W800
Washington, DC 20024
Phone: (202) 727-0911
Email: jeanne.hoover@dc.gov

XIII. PROCUREMENT PRACTICES REFORM ACT

If a District agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§2-351.01, *et seq.*), as amended, to procure the goods or services of the agent or third party.

XIV. RESOLUTION OF DISPUTES

Anthea Seymour, DHS Economic Security Administrator of Buyer Agency, and Jeanne Marie Hoover, Chief of Management Operations of Seller Agency, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the OCFO Office of Financial Operations and Systems ("OFOS"). The decision of OFOS shall be final.

XV. CONFIDENTIAL INFORMATION

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

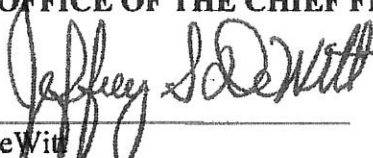
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

FOR THE DEPARTMENT OF HUMAN SERVICES:

By 
Laura Green Zeilinger
Director

12/11/18
Date

FOR THE OFFICE OF THE CHIEF FINANCIAL OFFICER:

By 
Jeffrey S. DeWitt
Chief Financial Officer

DEC 18 2018
Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 2/25/2019

SELLER INFORMATION

AGENCY: Executive Office of the Mayor - Office of Latino Affairs

AGENCY CODE: BZ0

NAME OF CONTACT: Paul Blake

ADDRESS : 441 4th Street, NW Suite 890N

Washington, DC 20001

TELEPHONE # : 202.727.9833

FAX # : 202.727.2202

AUTHORIZING OFFICER

Paul K. Blake

DATE: 3/13/19

BUYER INFORMATION

AGENCY: Department of Huan Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, AFO

ADDRESS : 64 New York Avenue, N.E. 4th Floor

Washington, DC 20002

TELEPHONE # : 202-671-4240

FAX # : 202-715-7288

AUTHORIZING OFFICER

D Rutherford-Felix

DATE: 04 / 25 / 19

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE EXECUTIVE OFFICE OF THE MAYOR
OFFICE ON LATINO AFFAIRS
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the District of Columbia (District) Executive Office of the Mayor, Office on Latino Affairs (MOLA), the Seller, and the Department of Human Services (DHS), the Buyer, collectively referred to herein as the "Parties."

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

DHS is the District agency responsible for empowering District residents to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purpose of this MOU, ESA is responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, and Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as the Food Stamps Program, and Temporary Assistance for Needy Families (TANF) benefits. FSA is responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services and Adult Protective Services.

The mission of MOLA is to improve the quality of life of the District's Latino residents by addressing a broad range of social and economic needs through strategic management of public and private partnerships, expertise on policy, community relations, civic engagement and community-based grants.

This MOU establishes a collaborative agreement between the Parties to assist limited or non-English proficient (LEP/NEP) District residents with accessing DHS programs and services. MOLA shall provide services to LEP/NEP District residents, whose native language is Spanish or Amharic. DHS shall provide funding to MOLA to work with DHS in order to: (1) increase awareness among Spanish-speaking or Amharic-speaking immigrant communities in the District on current and upcoming DHS initiatives, (2) provide technical support to DHS to best reach Spanish-speaking or Amharic-speaking immigrant communities in the District, and (3) ensure the DHS

Language Access Customer Advisory Group (LACAG) includes representation from at least one District resident from the Spanish-speaking community and related language accommodations for this member.

III. AUTHORITY FOR MOU

Section 303 of the District of Columbia Latino Community Development Act, effective September 29, 1976 (D.C. Law 1-86; D.C. Official Code: §2-1313), as amended; D.C. Official Code 1-301.01(k); and any other applicable District or federal law and regulation.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF MOLA

MOLA shall:

1. Conduct outreach events to District Spanish-speaking or Amharic-speaking communities in which MOLA will educate these residents about DHS programs and services and provide assistance to Spanish-speaking and Amharic-speaking residents in accessing DHS programs and services.
2. Provide services to Spanish-speaking and Amharic-speaking residents that include, but are not limited to, assistance accessing services (i.e. applying for public assistance programs) and education and outreach efforts that provide information on programs offered by DHS.
3. Advise DHS on how to engage Spanish-speaking and Amharic-speaking representative(s) in the LACAG and provide translation, interpretation and/or language access quality control related to Spanish-speaking and Amharic-speaking representative (s) participation in the LACAG.
4. Provide DHS with outreach and technical assistance including strategies for developing effective outreach events for immigrant communities, how to build community relationships within immigrant communities, and how to engage LEP/NEP clients.
5. Provide DHS with quality control review(s) of DHS materials translated in Spanish and Amharic.
6. Inspect work performed under this MOU for quality, timeliness, and compliance with applicable laws, regulations and policies, prior to submission of bi-annual narrative progress reports (to be developed by DHS and MOLA) to DHS.

7. Ensure that the funds transferred under this MOU are expended solely for eligible DHS activities and costs specified in this MOU.
8. Respond to DHS requests for project information, records or inspections of applicable case records in the time frames requested by DHS.
9. Provide translation of DHS outreach materials including DHS' social media posting when requested by DHS.
10. Identify an appropriate process for establishing grants or sub-grants with multiple non-profit organizations to provide some or all of the services and activities listed in subsection A.1-9 above.
11. Ensure that non-profit organizations selected to provide some or all of the services and activities listed in subsection A.1-9 above have extensive experience delivering outreach, information and assistance services in order to improve access to income maintenance services and/or services linked to improving housing stability for minority residents of the District.
12. Ensure that non-profit organizations selected to provide some or all of the services and activities listed in subsection A.1-9 above serves approximately 6,000 clients a year, of which about sixty percent (60%) or 3,600 clients are provided with in-depth assistance and follow-through in preparing applications for or recertifying their eligibility for DHS administered services, or referring them for other services (e.g. housing stability services) to address needs that cannot be directly addressed through DHS services.
 - a. MOLA shall ensure that the non-profit agencies selected provide a plan of services that:
 - i. Provides details regarding the network of services to be supported by funding under this MOU.
 - ii. Describes the organizational and staffing structure for staff that conducts services under this MOU.
 - iii. Describes how the agency will provide assistance to Spanish-speaking and Amharic-speaking residents, and summarizes the capabilities of staff funded under this MOU.
 - iv. Discusses the organization's capacity to identify resources to assist LEP/NEP persons who speak other languages.
 - v. Describes how it will maintain direct working relationships with all of DHS' decentralized service centers while placing priority on those serving the largest number of persons who are not fluent in English, through accompanying clients to centers, maintaining regular hours on site at selected centers, or through other means.
 - vi. Describes how is shall receive referrals from DHS, other

government agencies, and private sector organizations, and accept walk-ins who need assistance.

- vii. Discusses how it shall conduct outreach and disseminate information regarding eligibility for Medicaid, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamps program, and other services available through DHS.
 - viii. Describes how the project shall track the applications and re-certifications submitted to DHS by LEP/NEP clients the organization is assisting.
 - ix. Details how it will encourage enrollment of additional children in Medicaid.
 - x. Describes how it will conduct outreach and disseminate information on the District's managed care program for Medicaid recipients.
 - xi. Discusses what data the organization will collect and report to MOLA, including outreach and educational activities, and services to individual clients.
 - xii. Discusses how the organization shall comply with the confidentiality requirements under the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-209.04), as amended (the Public Assistance Act). Acknowledges that the organization shall comply, as appropriate, with the confidentiality and other provisions of the Data-Sharing and Information Coordination Amendment Act of 2010 (The Data Sharing Act), effective December 4, 2010 (D.C. Law 18-273; and D.C. Official Code § 7-241, *et seq.*), as amended, and its implementing regulations at 29 DCMR §§ 3000-3099.
- b. Require that, as part of its project plan, the non-profit agency describe the location(s) of its services in the community, and how it will provide services to DHS' decentralized service centers, either through on-side services or through making "on-call" services available.
 - c. Establish personnel standards with the non-profit agencies selected that, at a minimum; require that employed staff that speak and write fluently, both in English and Spanish or the second language for which they are employed.

13. Meet the following reporting requirements:

- a. Provide incident reports to DHS whenever an incident results in or could result in harm to a client or could be interpreted as placing the District's Language Access Program or the District as-a-whole at risk.

- b. Provide DHS with quarterly data reports on services provided and an annual narrative report on project activities, outcomes and expenditures, within thirty (30) days of the end of each fiscal year, including recommendations for changes or improvements in project design or services.
- c. Submit to DHS, annually, a "DHS-MOLA Language Access Closeout Report" for the most recently closed fiscal year. This report shall include, but not be limited to, the following:
 - i. Number of clients served and languages spoken;
 - ii. List and description of events that MOLA participated in to educate Spanish-speaking and Amharic-speaking residents about DHS programs and provide assistance to Spanish-speaking and Amharic-speaking residents in accessing DHS programs and services;
 - iii. Number and description of quality control review(s) MOLA performed on DHS translated materials in Spanish and Amharic;
 - iv. Summary of any MOLA staffing changes; and
 - v. Comparison analysis between the most two recently closed fiscal years for activities listed in Sections A.1.a-d above; and
 - vi. Attachments to the Close-Out Report shall include: Final Expenditure Report and other documents agreed to by DHS and MOLA.

B. RESPONSIBILITIES OF DHS

DHS shall:

1. Transfer two hundred thousand dollars (\$200,000.00) through the Intra-District Advance process for FY 2019 to MOLA.
2. Provide access and space for the employees hired under this MOU to work at the Taylor Street Service Center, located at 1207 Taylor Street, N.W. and the H Street Service Center located at 645 H Street, N.E., three (3) days a week.
3. Inform MOLA promptly on any new policies, regulations, programs or changes that affect DHS clients, including Spanish-speaking and Amharic-speaking clients.
4. Provide MOLA with DHS' program materials and contents for outreach and educating District Spanish-speaking and Amharic-speaking communities. This includes, but is not limited to, hard copy materials and information added to DHS' webpage.
5. Provide technical assistance and training to MOLA regarding DHS' program policy, administration and program requirements when necessary.
6. Facilitate mandatory bi-annual meetings between MOLA and DHS designated representatives to review the most immediate DHS-MOLA *Language Access Status Report* submitted by MOLA.
7. Budget for all services requested in this MOU,

8. Comply with the "Public Assistance Confidentiality of Information Emergency Amendment Act of 2004".

V. DURATION OF MOU

- A. This MOU shall be effective as of the date the last Party executes this MOU through September 30, 2019, unless terminated in writing by the Parties prior to the expiration date.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one-year option periods. The total term of this MOU, including the exercise of any option under this clause, may not exceed five (5) years. DHS shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed **two hundred thousand dollars (\$200,000.00)** for Fiscal Year (FY) 2019.
2. In the event of termination of the MOU, re-payment of any remaining funds to DHS may be held in abeyance pending all required fiscal reconciliation, but not longer than September 30, 2019.

B. RESPONSIBILITIES OF MOLA

MOLA shall:

1. Ensure that the revenues for this project are reflected in the budget entry budget line item detail screen and the appropriate accumulators.
2. Establish an agency internal service fund with a corresponding index that ties to the fund and the agency organization structure.
3. Provide the projected costs of providing the services under this MOU. This detail shall be provided on the Intra-District Standard Request Form.

C. PAYMENTS

1. DHS shall make payment for the goods and services through an Intra-District by advance by DHS to MOLA based on the total amount of this MOU which shall not exceed **two hundred thousand dollars (\$200,000.00)** for FY 2019.
2. MOLA shall submit either itemized invoices for each completed service request or two (2) monthly/quarterly reconciliations which shall explain the amounts billed for that period. The invoices or reconciliations shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; and (3) overhead or

itemized monthly claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category, provided, all costs and expenditures shall not exceed **two hundred thousand dollars (\$200,000.00)** for FY 2019.

3. DHS shall disburse funds to MOLA to carry out the functions of this MOU. MOLA shall maintain payment reconciliation records for all cost expended under this MOU.
4. DHS is not obligated to reimburse MOLA for costs incurred in excess of **two hundred thousand dollars (\$200,000.00)**, which is the cost ceiling specified in this MOU budget.
5. 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 District Office of Financial Operations and Systems.
6. Upon final completion of the projects and activities for which funds have been provided by DHS, expiration of the term of this MOU, cancellation, or termination of this MOU, MOLA shall transfer to DHS any unspent, excess or surplus funds, to include accounts receivable attributable to the use of the funds.
7. Any expenditure disallowed by DHS or federal government audit shall be subject to repayment by MOLA.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (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 amended, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

MOLA shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable DHS program requirements.

IX. RECORDS

A. MOLA shall retain all records pertinent to the activities funded under this MOU for a period of three (3) years following expiration or termination of this MOU. Such records shall include but are not limited to:

1. Records providing a full description of each activity undertaken;

2. Records required to demonstrate the activities performed under this MOU are authorized pursuant to applicable laws and regulations;
3. Relevant financial records supporting expenditures under this MOU budget.

B. MOLA shall make certain documents (such as flyers for public events, materials that are translated in various languages, their case assistance procedure etc.) are available for inspection by duly authorized representatives of DHS and other District officials as may be specified by DHS, in accordance with all applicable federal and District laws, statutes, regulations and policies.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all applicable federal and District laws, statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

XI. 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.

XII. NOTICE

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

For MOLA:
Eduardo Perdomo
Grants Management Specialist
Mayor's Office on Latino Affairs
2000 14th Street, N.W., Suite 206
Washington, DC 20009
Phone: (202) 671-2826
Email: Eduardo.Perdomo@dc.gov

For DHS:
Jaime Holguin
Special Emphasis Program Coordinator
Department of Human Services
64 New York Avenue N.E., 6th Floor
Washington, DC 20002
Phone: (202) 671-4731
Email: Jaime.Holguin@dc.gov

XIII. MODIFICATIONS

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

XIV. MISCELLANEOUS

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

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

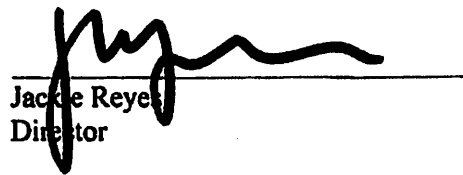


Laura Green Zeilinger
Director

2/25/19

Date

FOR THE MAYOR'S OFFICE ON LATINO AFFAIRS:



Jackie Reyes
Director

2/25/19

Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 06/11/2018

SELLER INFORMATION

AGENCY: Dept of Human Services (DHS) AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Ave., 4th Floor
Washington, DC 20002

TELEPHONE # : 202-671-4240

FAX # : 202-442-3246

for AUTHORIZING OFFICER *D Rutherford Felix* DATE: 0 2 1 0 7 1 9

BUYER INFORMATION

AGENCY: Office of the State Superintendant of Education AGENCY CODE: GD0

NAME OF CONTACT: Paris Saunders, Agency Fiscal Officer

ADDRESS : 1050 First Street NE, 3rd Floor, Washington DC 20002

TELEPHONE # : 202-727-3450

FAX # : _____

AUTHORIZING OFFICER *Paris Saunders* DATE: 0 1 3 0 1 9

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

☆☆☆

PART II

☆☆☆

MOU NUMBER: _____

OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: To provide financial assistance for eligible TANF recipients to pursue post-secondary degrees or certificate programs.

TOTAL: \$ 250,000.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	GD0	2019	0712	1A712	IATP2	4600	4600		TAPT11/11		
BUYER	JA0	2019	8200	TEPA9	TT100	0501	0501				

GOOD/ SERVICE:

TOTAL:

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE:

TOTAL:

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE:

DATE: ___/___/___

TOTAL:

**MODIFICATION NUMBER ONE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
FOR
FISCAL YEAR 2019**

I. INTRODUCTION

The Memorandum of Understanding (MOU) dated June 11, 2018, was entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA) and the Office of the State Superintendent of Education (OSSE), collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

II. Section II. PROGRAM GOALS AND OBJECTIVES: Sub-section B. is hereby deleted and replaced with the following:

B. "The purpose of this MOU is to grant eligible TANF recipients up to four thousand dollars (\$4,000.00), per academic year while enrolled at a college, university or two-year community college. The funding is limited to approval under the Free Application for Federal Student Aid (FAFSA) guidelines for no more than four (4) years. This funding is for tuition, mandatory fees, tutorial services and books. Attendance may be for half, three quarters or full-time enrollment. All other forms of financial aid and assistance are first applied to the customer's tuition costs and TAPIT is the last payer, thus conserving these scarce monies."

III. Section III. SCOPE OF SERVICES: Sub-section B., Paragraph 1. is hereby deleted and replaced with the following:

B. Responsibilities of the DHS/ESA

DHS/ESA shall be responsible for the following activities and services:

1. Transferring two hundred fifty thousand dollars (\$250,000.00) to OSSE, through an intra-district transfer, to administer the TAPIT program for Fiscal Year (FY) 2019.

IV. Section IV. DURATION OF AGREEMENT: Subsections (A) and (B) are hereby deleted and replaced with the following:

- A. The period of this MOU shall be effective from October 1, 2018 through September 30, 2019.

B. This MOU shall terminate on September 30, 2019, but may be extended, contingent upon availability of funds, in one (1) year increments provided a written notice is given by the party seeking the extension at least thirty (30) days prior to the expiration date. In no event shall this MOU extend more than four (4) option periods from the date the original MOU was executed.

V. **Section VII. FUNDING PROVISIONS, Sub-sections A and B** are hereby deleted and replaced with the following:

A. "Cost of Services

1. Total cost for services under this MOU shall not exceed two hundred fifty thousand dollars (\$250,000.00) for FY 2019. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and reasonable overhead.
2. In the event this MOU is terminated, payment to OSSE shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30th of the current fiscal year.

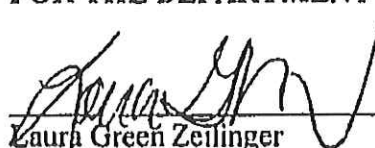
B. Payment

1. Payment for all goods and services shall be made through an Intra-District advance by DHS/ESA to OSSE based on the total amount of this MOU, two hundred fifty thousand dollars (\$250,000.00) for FY 2019.
2. OSSE shall submit monthly/quarterly reconciliations which shall explain the amounts billed for that period. The reconciliations shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; and (3) reasonable overhead.
3. Advances to OSSE for the services to be performed/goods to be provided shall not exceed the amount of this MOU, two hundred fifty thousand dollars (\$250,000.00) for FY 2019.
4. OSSE shall relieve the advance and bill DHS/ESA through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. OSSE shall return any excess advance to DHS/ESA by September 30th of the current fiscal year."

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

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

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeillinger
Director

Date _____

FOR THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:



Hanseul Kang
State Superintendent of Education

4/3/19
Date

**MODIFICATION NUMBER FIVE
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE DISTRICT OF COLUMBIA HOUSING AUTHORITY
FOR
FISCAL YEAR 2020**

The Memorandum of Agreement (MOA) dated October 30, 2015, was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), the buyer agency, and the District of Columbia Housing Authority (DCHA), the seller agency, collectively referred to herein as the "Parties."

The Parties now desire to modify the MOA for Fiscal Year (FY) 2020 as follows:

I. Section I. INTRODUCTION, is hereby deleted and replaced with the following:

"This Memorandum of Agreement (MOA) is entered into on October 1, 2019 by and between the District of Columbia (District) Department of Human Services (DHS), the buyer agency, and the District of Columbia Housing Authority (DCHA), an independent authority of the District, the seller agency, to administer the DHS Permanent Supportive Housing Program (hereinafter referred to as "PSHP"). DHS and DCHA are each referred to herein as a "Party" and collectively, referred to herein as the "Parties." The "Effective Date" of this MOA shall be October 1, 2019."

II. Section III. SCOPE OF SERVICES, Sub-section A – Obligations and Responsibilities of DHS, Part 2 – Resources, sub-Part, 2.1 and 2.2 are hereby deleted and replaced with the following:

"2.1 The total cost for services under this MOA shall not exceed **twelve million dollars (\$12,000,000.00)** for FY 2020. DHS shall make payments under this MOA pursuant to the following schedule:

- a. DHS shall transfer up to three million dollars (\$3,000,000.00) to DCHA through a check, Automated Clearing House (ACH) or wire on or before October 15, 2019, which will cover three (3) month's rental subsidies, security deposits for DHS PSH consumers, and an administrative fee to DCHA. Of this initial payment, DHS shall transfer up to one million dollars (\$1,000,000.00) on or before October 1, 2019 as an initial advance to cover one month's rental housing subsidy, security deposits and an administrative fee for the month of October 2019. DCHA shall apply any unused funding remaining from prior FY 2019 payments made to DCHA as a credit to offset this payment.

- b. Based on the invoices submitted by DCHA, DHS shall subsequently transfer up to nine million dollars (\$9,000,000.00) for the following three quarters of FY 2020, until September 30, 2020. The remaining three payments shall be made on or before the following dates: December 29, 2019, March 30, 2020, and June 29, 2020.

Within ten (10) business days of the end of each quarter, DCHA shall provide an invoice and reconciliation of the payments made for Housing Subsidies and security deposits by email to Nada Mohamed, Grants Management Specialist, DHS/FSA, at nada.mohamed@dc.gov. The funds for rental subsidies, security deposits and administrative fees may be supplemented by amendments to this MOA throughout the fiscal year if DHS identifies additional monies to be used for this program. Additionally, the quarterly payments provided for in this MOA are estimates for projected monthly payments and may be reduced or adjusted following review of actual expenditures detailed in quarterly reconciliation reports. Contingent upon the availability of funding, the Parties may extend the term of this MOA in accordance with Section V of this MOA. Any unused funds remaining after final payments have been made pursuant to this MOA shall be either: 1) applied to payments for rental subsidies and security deposits for October 2020, assuming this MOA is extended for another term; or, 2) returned to DHS prior to October 1, 2020.

The proposed activities under this MOA shall include:

- a. Payment of rental subsidies and security deposits for DHS PSHP participants in an amount not to exceed **twelve million dollars** (\$12,000,000.00); and
 - b. Payment of an Administrative Fee to cover issuance of monthly payments to landlords, collection of DHS PSHP participant rental payments, housing inspections, and coordination with DHS regarding the activities covered by this MOA in an amount not to exceed eight percent (8%) of the total cost of this MOA for FY 2020.”
- 2.2 “As part of the quarterly funds transferred in accordance with Section 2.1 above, DCHA shall earn and be entitled to payment of a quarterly Administrative Fee in an amount equal to eight percent (8%) of the funds paid by DCHA for rental subsidies and security deposits in the administration of DHS’ PSHP for each quarter (“Administrative Fee”), provided, all costs and expenditures shall not exceed **twelve million dollars** (\$12,000,000.00) for FY 2020. Within ten (10) business days of the end of each quarter, DCHA shall provide a statement confirming the amount of the Administrative Fee earned by DCHA and to be retained for that quarter. Any unused funds at the end of the quarter shall be credited to the next quarter payments. DCHA will provide an accounting of such Administrative Fee on a quarterly basis.”

III. Section III. SCOPE OF SERVICES, Sub-section A – Obligations and Responsibilities of DHS, Part 3 – Services, sub-Part 3.20 is hereby added as follows:

3.20 “DHS shall complete a monthly reconciliation of the Housing Assistance Payments (HAP) report shared by DCHA to include, but not limited to, individuals missing from the HAP, exits, and security deposit and rental accuracy. The report shall be provided to DCHA for review to ensure proper payment or payment termination has occurred.”

IV. Section III. SCOPE OF SERVICES, Sub-section B – Obligations and Responsibilities of DCHA, Part 3 – Services, sub-Parts 3.16 – 3.20 are hereby added as follows:

3.16 “DCHA shall recoup as much of the overpayment as quickly as possible.

3.18 DCHA shall keep ongoing records of recoupment amounts received and remaining to be recouped and provide these reports to DHS monthly.

3.19 In the event of recoupment occurring in prior fiscal years, DCHA shall recoup and send a check of total recoupment to the DC Treasury in the amount recouped for each fiscal year.

3.20 DCHA shall include breakdowns by fiscal year of recouped amounts from previous fiscal years, to include amounts recouped and amounts remaining to be recouped for each fiscal year in each monthly HAP Payments Contract report.”

V. Section V. TERM OF AGREEMENT: The first paragraph is deleted and replaced with the following:

“The term of this MOA shall begin on the Effective Date and shall end on September 30, 2020, based on the availability of funds from DHS.”

VI. Section VI. FUNDING PROVISIONS, Sub-section A – Cost of Services and Sub-section B – Transfer of Funds are deleted and replaced with the following:

A. Cost of Service

The total cost for services under this MOA shall not exceed **twelve million dollars** (\$12,000,000.00) for FY 2020, which includes reimbursement to DCHA of the fee associated with administering DHS PSHP as provided in section III. A.2.2.2.

B. Transfer of Funds

DHS shall make payments under this MOA pursuant to the schedule and terms contained in Section III. A.2, above.”

All other terms and conditions outlined in the original MOA shall remain the same.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: 9/20/19

FOR THE DISTRICT OF COLUMBIA HOUSING AUTHORITY:



Tyrone Garrett
Executive Director

Date: 9.25.19

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE DISTRICT OF COLUMBIA HOUSING AUTHORITY
FOR
FISCAL YEAR 2020**

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into on this 10th day of September, 2019, by and between the District of Columbia (District) Department of Human Services (DHS), the buyer agency, and the District Housing Authority (DCHA), an independent authority of the District, the seller agency, to administer rental assistance payments to participating landlords on behalf of the DHS Family Rehousing and Stabilization Program (hereinafter referred to as “FRSP”). DHS and DCHA are each referred to herein as a “Party” and collectively referred to herein as the “Parties.” The “Commencement Date” of this MOA shall be the 1st of October, 2019.

II. PROGRAM GOALS AND OBJECTIVES

In accordance with the provisions of the Homeless Services Reform Act of 2005 effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code §§ 4-751.01, *et seq.*), as amended (HSRA), FRSP provides time-limited housing subsidies and wrap-around supportive services to individuals and families in the District with histories of homelessness to ensure housing stabilization, maximum levels of self-sufficiency, and an overall better quality of life.

DHS received the Federal Emergency Solutions Grants Program (ESG) funding in accordance with Subtitle B of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), as amended (42 U.S.C. §11371 *et seq.*), and the accompanying regulations codified at 24 C.F.R. §§576.1 *et seq.* (the “McKinney Act Regulations” or “ESG Regulations”), as amended. DHS will utilize the Federal Emergency Solutions Grant (“ESG”) funds received from the United States Department of Housing and Urban Development (HUD) (HUD grant numbers “HUD-16-MC-11-0001” and “HUD-17-MC-11-0001”) in addition to the local FRSP funding provided to DCHA to cover eligible activities listed under 42 U.S.C. §11374 for the ESG Program. DCHA shall utilize ESG funding provided by DHS pursuant to this MOA to pay the first month rents and security deposits to rapidly rehouse individuals and families experiencing homelessness within the District’s Continuum of Care as defined in the HSRA (*See* D.C. Official Code §§ 4-751.01(8) and 4-753.01).

The FRSP and ESG-funded program is targeted to individuals, unaccompanied youth, and families who are at risk of becoming homeless or are homeless. DHS requires that recipients of ESG assistance be eligible for homeless services under the HSRA. Verification of this eligibility must be maintained in the Homeless Management

Information System (HMIS) by the DHS Family Services Administration (FSA) staff requesting the assistance. Funding shall be prioritized to serve the following:

1. Households who are at risk of homelessness or chronically homeless as defined by HUD in 24 C.F.R. §578.3.
2. Households who are currently being served in FRSP and require additional financial assistance or housing stabilization services. FRSP is designed to assist families with exiting shelter as quickly as possible. The FRSP provides a short-term rental subsidy to assist families with obtaining and maintaining permanent housing.

DHS and DCHA are working together in a joint effort to stabilize the housing of FRSP families and streamline the monthly rental payments of FRSP subsidies to participating landlords. The Rental Partnership Initiative (RPI) will allow DHS to pre-pay the entirety of each client's monthly rent to their respective landlords, and clients will pay their monthly rental portions directly to DCHA.

III. SCOPE OF SERVICES

In order to achieve the goals and objectives described in Section II of this MOA, DHS and DCHA have agreed that DHS shall provide funding and oversight to DCHA as described in Section III.A of this MOA. DHS and DCHA have further agreed that DCHA shall provide administrative and other services as described in Section III.B of this MOA.

A. DHS Obligations and Responsibilities

1. DHS FRSP Contact Person

Noah Abraham
Deputy Administrator
Family Services Administration
64 New York Avenue, N.E.
Washington, DC 20002
Phone: (202) 698-3910
Email: Noah.abraham@dc.gov

2. DHS ESG Contact Person

Nada Mohamed
Case Manager, Family Services Administration
Department of Human Services
64 New York Avenue, N.E.
Washington, DC 20002
Phone: (202) 442-4734
Email: Nada.mohamed@dc.gov

3. Resources and Payment Schedule

DHS shall provide the following resources to fulfill its obligations under this MOA:

3.1 The total cost for services under this MOA shall not exceed thirty-seven million five hundred thousand dollars (\$37,500,000.00) for Fiscal Year (FY) 2020 as follows:

- **Local Funding:**
 - Up to thirty-six million five hundred thousand dollars (\$36,500,000.00) in local funding.
- **Federal ESG Funding:**
 - Up to one million dollars (\$1,000,000.00) in Federal ESG grant funding.

3.2 DHS shall make payments under this MOA pursuant to the following payment schedule:

- DHS shall transfer up to nine million three hundred seventy-five thousand dollars (\$9,375,000.00) in local funding to DCHA through a bank check, Automated Clearing House Payment (ACH) or electronic wire on or before October 15, 2019, which will cover rents and security deposits for the months of October 2019 to December 2019. Of this initial payment in local funding, DHS shall transfer up to three million five hundred thousand dollars (\$3,500,000.00) on or before September 29, 2019 as an initial advance to cover one month's rental subsidy, security deposits and an administrative fee for the month of October 2019.
- Based on the invoices submitted to DCHA, DHS shall subsequently transfer up to nine million three hundred seventy five thousand dollars (\$9,375,000.00) in local funding for the following three quarters with payments to be made on or before the following dates: December 29, 2019, March 30, 2020, and June 30, 2020. Up to one million dollars (\$1,000,000.00) of the total payments shall be utilized to pay the first three months' of rent and security deposits for ESG-eligible clients, as verified by DHS. DHS shall make payments with local funds and subsequently be reimbursed with ESG federal funds.
- Within ten (10) business days of the end of each quarter, DCHA shall provide an invoice and reconciliation of the payments made for rental subsidies and security deposits to the DHS/FSA Program Analyst, Rebecca Worrell, and Grants Management Specialist, Nada Mohamed. The funds for rental subsidies and security deposits may be supplemented by amendments to this MOA throughout the fiscal year if DHS

identifies additional monies to be used for this program. Additionally, the quarterly payments provided for in this MOA are estimates for projected monthly payments and may be reduced or adjusted following review of actual expenditures detailed in quarterly reconciliation reports. Contingent upon the availability of funding, the Parties may extend the term of this MOA in accordance with Section V of this MOA. Any unused funds remaining after final payments have been made pursuant to this MOA shall be either: 1) applied to payments for first month's rent and security deposits for October 2020, assuming this MOA is extended for another term; or, 2) returned to DHS prior to October 1, 2020.

3.3 As part of the funds transferred in accordance with Section 3.2 above, DCHA shall earn and be entitled to payment of an administrative fee in an amount equal to eight percent (8%) of the total amount paid by DCHA for rental payments under this MOA, including any modifications, for rental subsidies, and security deposits in the administration of DHS' FRSP and ESG ("Administrative Fee"). Within ten (10) business days of the end of each quarter, DCHA shall provide a statement to Rebecca Worrell and Nada Mohamed at DHS/FSA confirming the amount of the administrative fee earned by DCHA and to be retained for that quarter. Any unused funds at the end of the quarter shall be credited to the next quarter payments.

3.4 Total DHS proposed activities under this MOA shall include:

- a. Payment of security deposits and first month's rent as one time assistance for up to 2300 families enrolled in FRSP for FY 2020.
- b. Payment of a monthly Administrative Fee, to cover issuance of monthly payments to landlords, collection of FRSP client rental payments, issuance of funds to clients (in accordance with FRSP protocol), housing inspections, and coordination with DHS which eight percent (8%) of the total amount paid by DCHA for rental payments under this MOA shall not exceed thirty-seven million five hundred thousand dollars (\$37,500,000.00) for FY 2020.

4. Services

DHS shall provide the following services to DCHA:

- 4.1** Make available to DCHA all federal and local laws, regulations, handbooks, directives, documents, data, or other information necessary for DCHA to comply with the requirements of this MOA.
- 4.2** Provide DCHA with the total rental payment amount to be paid to the

landlords, along with the amount of any security deposit. In addition, DHS shall determine and provide DCHA with the tenant portion of the rent obligation for all ESG- and locally-funded FRSP participants referred through September 30, 2020. Current and new FRSP participants will pay the tenant portion of the rent through a Wells Fargo lock-box to DCHA. Existing FRSP families and landlords will be enrolled into the FRSP progressively. DHS shall provide DCHA with a listing of participating FRSP families and their updated monthly rental payment portions.

- 4.3 Provide to DCHA no later than the fifteenth (15th) calendar day of each month, notification of required rental subsidy payments and payments to be made on or to be terminated before the first (1st) day of the next month.
- 4.4 Request a special check-run for ESG and locally funded FRSP participants entering into leases with landlords (“lease ups”) throughout the month on a as needed basis. A special check-run occurs when DCHA processes a payment or payments upon DHS’ request as an off-cycle payment in addition to the ongoing payments for rental subsidies made to landlords at the beginning of every month.
- 4.5 Provide information, as necessary, to DCHA for emergency FRSP payments with all necessary and relevant information in order for DCHA to process such payments within two (2) business days of the notification to DCHA from DHS for a FRSP participant with an existing record with DCHA; and within five (5) business days of notification to DCHA from DHS for a FRSP customer without an existing record with DCHA.
- 4.6 Provide an email response within three (3) business days following notification from DCHA that an address on the FRSP rental subsidy payment documents does not match the FRSP unit address in DCHA’s unit files.
- 4.7 Determine FRSP participants’ eligibility for ESG assistance in accordance with HUD eligibility requirements and provide DCHA with a separate tracking list of ESG funded clients.
- 4.8 Determine FRSP participants’ eligibility for FRSP in accordance with DHS eligibility requirements. DHS or its designee shall conduct interim and annual re-certifications (as applicable) and shall provide DCHA with any changes to rental payment amounts by the fifteenth (15th) calendar day of each month.
- 4.9 Provide a complete landlord leasing package of information, as required by DCHA, for each FRSP unit requiring a DCHA Housing Quality Standards (HQS) inspection.
- 4.10 Make every effort to ensure that the FRSP participant’s case manager is available for any special FRSP unit inspection.
- 4.11 Notify DCHA of the continued eligibility of the FRSP participants utilizing DHS’s own recertification process. If the FRSP participant’s monthly rental portion is updated during the recertification process, DHS

shall notify DCHA to reflect the family's updated monthly rental payments. Subsequently, DCHA will, update the program participant's monthly rental payment invoice accordingly.

- 4.12 Provide all necessary training to designated DCHA staff on the DHS Step Tool Quick-Base (STEP) data applications and ESG regulations to ensure electronic document transmission and communication between agencies.
- 4.13 Establish with DCHA a mutually agreed upon process, procedure, and protocol for executing all HQS inspection requests.
- 4.14 Ensure that the landlord has provided DCHA with all information necessary to allow the rental subsidy payment to be made in accordance with the requirements of the ESG and FRSP programs.
- 4.15 Ensure that all FRSP unit and landlord information entered into the STEP is accurate and complete prior to request for inspection.
- 4.16 Collaborate with DCHA to enhance automation of the monthly and mid-month payment process, including the implementation of payments through direct deposit.

5. Program and Financial Records

DHS shall maintain separated program and financial records regarding the FRSP and ESG funded services provided under this MOA at 64 New York Avenue, N.E., Washington, DC 20002. DHS shall retain a copy of all books, records, documents and other documents pertaining to the services provided under this MOA, in such detail as shall properly reflect all costs, direct and indirect, labor, materials, equipment, supplies and other items for a three (3) year period after the termination of this MOA, except that in the case of an audit or investigation relating to the services provided under this MOA, records shall be retained until the audit or investigation has been completed.

B. DCHA Obligations and Responsibilities

DCHA shall be responsible for inspecting properties to ensure that each FRSP unit meets all federal Housing Quality Standards and DHS requirements; making security deposit, rental subsidy payments for ESG funded clients; providing activity and financial reports for FRSP; and other responsibilities agreed to by the Parties to this MOA. The obligations and responsibilities of DCHA shall be made in accordance with this MOA, except as modified by DHS and agreed to in writing by DCHA.

1. DCHA Contact Person

Carolyn Punter
Director, Housing Choice Voucher Program
1133 North Capitol Street, N.E.
Washington, DC 20002.
Phone: (202) 435-3303
Email: cpunter@dchousing.org

2. Staffing

DCHA shall provide qualified staff dedicated to each DHS specific program and service as required by this MOA, to include a current contact person to serve as the liaison to DHS. This contact person shall participate in scheduled conference calls and meetings with FRSP staff.

3. Services

DCHA shall provide the following services to DHS:

- 3.1** Maintain the local FRSP funds in a designated FRSP account separate from other DCHA account(s) and ensure that any interest on the funds is deposited back into the FRSP account for use in the FRSP.
- 3.2** Maintain the Federal ESG grant funds in a designated ESG account separate from other DCHA account(s) and ensure that any interest on the funds is deposited back into the FRSP account for use in the FRSP.
- 3.3** Process DHS requests for rental subsidy and security deposit payments for all FRSP participants that DHS has determined to be eligible upon confirmation of DCHA receipt of all required documentation.
- 3.4** Process payment disbursements to DHS authorized landlords, on the first (1st) and fifteenth (15th) business day of each month, for rents, pro-rated rents, security deposits, adjustments, and related costs authorized by DHS for FRSP. DCHA shall ensure that these FRSP payments are disbursed in a timely fashion and no later than the first (1st) business day of the month after DHS notification of the needed payment by the fifteenth 15th day of the previous month. DCHA shall notify the DHS contact of any pending delays to processing that will result in delayed disbursement at least 72 hours before scheduled disbursement date.
- 3.5** DCHA shall mail rental payment invoices to FRSP participants on behalf of DHS. The invoices will be sent with a pre-paid return mail envelope to assist participants with the mailing costs. DCHA shall also facilitate mechanisms for participants to drop off their payment at DCHA during work hours.
- 3.6** Develop and implement procedures for processing emergency requests for FRSP payments. An "emergency request" is defined by DHS as an unanticipated, unplanned, and unscheduled need for FRSP payment(s) that will result in an adverse impact, such as eviction or threat to health and safety, on a consumer/family if response is delayed. Emergency FRSP payments must be processed and paid within two (2) business days of notification to DCHA by DHS for a FRSP participant with an existing record with DCHA, and within five (5) business days of notification to DCHA by DHS of a FRSP participant without an existing record with DCHA.
- 3.7** Provide DHS with participant payment information (which may be in the form of monthly invoices, perforated statements, or similar) on or before

October 15, 2019, after DHS provides written notice to its active landlords and participants, so that DHS can provide its FRSP participants with information that will enable them to pay their monthly tenant portion of the rent to a DCHA designated account.

- 3.8** Establish a dedicated payment lockbox to accept payments from FRSP participants in time for tenant's to make their payment to their tenant portion which is due October 1, 2019. The lockbox shall have the following address: Wells Fargo, Department of Human Services, c/o DCHA-FRSP, P.O. Box 49002, Baltimore, MD 21297-4902.
- 3.9** Provide staff on site for at least FOUR (4) days to collect rental payments at a designated location based on a schedule negotiated with DHS.
- 3.10** Upon successful exit from the FRSP program, DCHA shall make exit bonus payment disbursement(s) to FRSP participants, from the tenant portion of lease rent paid to the DCHA/DHS account by that FRSP participant, as authorized by DHS.
- 3.11** Assist DHS in the development and issuance of solicitations for available FRSP units, providing landlords with program information, viewing available FRSP units, conducting unit inspections and securing FRSP units by making payments for security deposits.
- 3.12** Schedule to inspect rental units prior to occupancy by FRSP consumers within two (2) business days of the request for inspection by DHS and inform DHS via STEP of all efforts made to schedule the inspection date; and annually thereafter (if applicable), to ensure compliance with the United States Department of Housing and Urban Development (HUD) HQS or any applicable federal statutes, regulations, and ordinances.
- 3.13** Provide at a minimum the following reports to DHS, in a format agreed to by both parties:
 - a. Annual certification of segregation of ESG and local FRSP funding from other DCHA funding (due within thirty (30) days of end of the fiscal year).
 - b. Annual report on end-of-fiscal year ESG and local FRSP funds to be carried over into current fiscal year funds (due within thirty (30) days of end of the fiscal year).
 - c. Monthly payment report to include all security deposits, Federal ESG and local FRSP funded first month rental payments made Monthly variance report listing payments authorized but not made, and the reason for any payment delays (due by the tenth (10th) of each month for the previous month).
 - d. Monthly summary report of ESG and local FRSP funded which includes the following: deposits to account, payments and withdrawals, service charges, interest earned and remaining balance.

e. **Monthly Payment Report to include Rental Partnership Initiative (RPI) payments made by FRSP clients to DCHA (due by the tenth of each month for the current month). The RPI report should be in provided in Microsoft Excel (non-PDF) and include (not limited to the following information:**

- **Payee Name**
- **Payee Address**
- **Zip Code**
- **Charge Month**
- **Client Monthly Charge**
- **Client Payment Amount**
- **Ending Balance**
- **Money Order or Check Payment #**

Additionally the report should include an Aged Accounts Receivable Report to show past balances in 30-day increments for FRPS families.

f. **Monthly report of all inspections requested, scheduled, completed and not completed with current status, specified by ESG funded clients.**

g. **Quarterly invoice and reconciliation of payments, as described in Section III.B.2 above (due within ten (10) business days of the end of the quarter).**

- 3.14 Provide the necessary training to DHS or its designee that shall familiarize DHS or designee staff with any new DCHA procedures or policy changes that impact DCHA's obligations under this MOA.**
- 3.15 Input all complete and required landlord and FRSP locally and federally funded participant family information in its system provided by DHS or its contractors for payment purposes. DCHA shall notify DHS whether any required document or package is incomplete and shall enter the information in its database as soon as the document or package is complete.**
- 3.16 Process and schedule routine and complaint HQS inspections within forty-eight (48) hours or two (2) business days, whichever is later, of the request for inspection. All requests for initial HQS inspections should be scheduled to be conducted within two (2) business days.**
- 3.17 Notify DHS through STEP tool of the status of a conducted or attempted inspection within twenty-four (24) hours or the next business day after conducting the HQS inspection. All re-inspections of failed units should be completed no more than ten (10) business days of the initial inspection. Ensure that all inspection results are entered into the STEP tool no later than 24 hours or the next business day after the completion of the**

inspection to include the inspection report and outcome of the inspection.

- 3.18 Notify and obtain permission from DHS to make an attempt to recover from landlords participating in FRSP and ESG any overpayments of rents or security deposits.
- 3.19 Conduct a quarterly financial accounting that includes an expenditure report. The format and content of the reconciliation shall be mutually agreed upon by the Parties.
- 3.20 Return to DHS any funds provided to DCHA through this MOA that are not used either due to lower tenant rents, recovered rents, fees, security deposits or unused administrative fee due to lower than expected inspections or rental payments.
- 3.21 DCHA shall identify and provide an annual staff allocation plan to inform DHS the following: specific staff designated to this agreement, percentage of time allocated and specific duties.

4. Exceptions

DCHA shall not be responsible for the enforcement of any terms of a lease between local FRSP- and ESG- funded participant tenants and landlords.

5. Program and Financial Records

DCHA shall maintain local FRSP and ESG funds and financial records regarding the services provided under this MOA at 1133 North Capitol Street, N.E. Washington, D.C. 20002. DCHA shall retain a copy of all books, records, documents and other documents pertaining to the services provided under this MOA for a three (3) year period after the termination of this MOA, except that in the case of an audit or investigation relating to the services provided under this MOA, records shall be retained until the audit or investigation has been completed whenever that shall take place.

C. Mutual Obligations of DHS and DCHA

The Parties shall do everything within their respective powers to coordinate and cooperate with each other toward the mutual goal of compliance with all applicable federal and District laws.

IV. AUTHORITY FOR MOA

The authority for this MOA is the HSRA; 42 U.S.C. §11371 *et seq.*; 24 C.F.R. §§576.1 *et seq.*; D.C. Official Code § 1-301.01(k); the Fiscal Year 2020 Local Budget Act of 2019, D.C. Law 23-0011, effective August 31, 2019; and any other applicable District and Federal law and regulation.

V. TERM OF AGREEMENT

The term of this MOA shall begin on October 1, 2019, also known as effective date. The MOA shall end on September 30, 2020, unless continued by amendment or terminated earlier, in accordance with the provisions of Section IX and XII herein.

The Parties may extend the term of this MOA by exercising a maximum of four (4) one (1) year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DHS shall provide a notice of its intent to renew an option prior to the expiration of the MOA.

The exercise of an option period is subject to the availability of federal funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. Cost of Services

The total cost for services under this MOA shall not exceed **thirty-seven million five hundred thousand dollars (\$37,500,000.00)**; thirty six million five hundred thousand dollars and zero cents (\$36,500,000.00), of which shall be from local funding, and one million dollars (\$1,000,000.00) shall be from Federal ESG grant funding, which includes reimbursement to DCHA of the administrative fee associated with administering FRSP and ESG as provided in section III.A.3.3.

B. Transfer of Funds

DHS shall make payments under this MOA pursuant to the schedule and terms Contained in Section III.A.3, above.

C. Payments

Any expenditure disallowed by audit or other DHS or federal government review shall be subject to repayment by DCHA.

DCHA and DHS shall reconcile the funding under this MOA on a quarterly basis or as needed. If DHS chooses to not exercise the option to continue the services of DCHA, then DCHA shall return any unused funds to DHS within thirty (30) days of the end of the fiscal year.

Notwithstanding anything contained herein to the contrary, the Parties understand, acknowledge and agree that if DHS fails to make timely payments to DCHA of the funds set forth in this MOA, including payment of the administrative fee due to DCHA, then DCHA shall not be required to render services or make payments to landlords or other persons.

D. Dispute Resolution

The Parties shall work diligently and in good faith to strengthen inter-agency collaboration to administer FRSP. Disputes that cannot be resolved between the representatives of DHS and DCHA directly involved in the activities covered by this MOA shall be referred to the Director of DHS and the Executive Director of DCHA. The decision of the Directors shall be binding. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer, Office of Financial Operations and Systems.

E. Monthly Review

Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer of the District (OCFO), all services provided under this MOA shall be reported monthly in the Purchasing Agency FRP submission, submitted to the OCFO Office of Budget and Planning by DHS.

F. 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 MOA, or any subsequent agreement entered into by the parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 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.

Notwithstanding anything in this MOU to the contrary, DCHA's legal liability for the payment of any amounts due under this MOU (i) shall not arise or obtain in advance of the lawful availability of duly authorized and appropriated funds for the applicable fiscal year as approved by Congress and (ii) shall be limited to eligible non-public housing assets (i.e., assets not subject to any Declaration of Trust and not acquired or merged with assets acquired with public housing funding under the United States Housing Act of 1937).

VII. COMPLIANCE AND ASSURANCE

As this MOA is funded by federal and District funds, DCHA shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. PRIVACY COMPLIANCE

The Parties and their designees shall use, restrict, safeguard and dispose of all information related to services provided by this MOU; shall comply with the confidentiality provisions of the HSRA (D.C. Official Code §§ 4-754.11(7) and 4-754.21(12)); and, where required, the Privacy Act of 1974 (5 U.S.C. § 552a); and shall comply with any other relevant federal and local confidentiality statutes, regulations, or policies regarding the confidentiality of protected information, including names and social security numbers. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

IX. TERMINATION

This MOA may be terminated by either Party by a written notice provided thirty (30) calendar days before the date of termination, for the following reasons:

- A. Lack of funding;
- B. Lack of Congressionally approved budget;
- C. Changes in applicable law;
- D. Changes in a District or federal policy affecting the services described in this agreement;
- E. Changes in the structure or the nature of the program covered by this MOA;
- F. Elimination of the program or services covered by this MOA;
- G. Failure of the other Party to comply of roles and responsibilities described in this MOA, District laws, rules or regulations; or
- H. When either Party determines, in good faith, that the continuation of this MOA is infeasible or contrary to the interests of that Party under this MOA.

In addition, DCHA shall have the right to terminate this MOA for failure of DHS to provide funding pursuant to the terms of this MOA, including quarterly payments of amounts to be paid by DCHA to landlords and payments of administrative fees due to DCHA.

X. NOTICES

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

DISTRICT OF COLUMBIA HOUSING AUTHORITY:

Tyrone Garrett, Executive Director
 1133 North Capitol Street, N.E.
 Washington, DC 20002
 Telephone: (202) 535-1500
 Facsimile: (202) 535-1740
 Email: tgarrett@dchousing.org

With a copy to:
 1133 North Capitol Street, N.E., Suite 210
 Washington, DC 20002
 Attn: Office of the General Counsel
 Phone: (202) 535-2835
 Fax: (202) 535-2521

DEPARTMENT OF HUMAN SERVICES:

Laura Green Zeilinger, Director
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Telephone: (202) 671-4355
Email: laura.zeilinger@dc.gov

XI. SEVERABILITY

In the event that any provision of this MOA shall be held unenforceable under District of federal law or equity, all remaining provisions of this MOA shall be valid, binding and enforceable against the Parties hereto.

XII. MODIFICATIONS

This MOA may only be modified or amended by a written instrument which shall be signed by both Parties.

XIII. NOTICE OF CLAIMS

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

XIV. AUTHORITY OF THE PARTIES

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

XV. NON-ASSIGNMENT

Neither Party may assign this MOA, in whole or in part, without the other Party's written consent.

XVI. RIGHTS NOT WAIVED

The failure of the Parties to insist upon strict performance of any of the terms or conditions of this MOA shall not be deemed to be a waiver of any rights or remedies that the Parties may have, nor shall it be deemed to be a waiver in the event of any subsequent breach or default.

XVII. ENTIRE AGREEMENT

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

XVIII. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

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

IN WITNESS WHEREOF, the undersigned have executed this MOA on behalf of their respective organizations as follows.

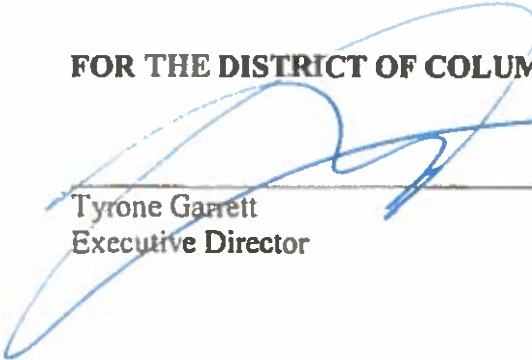
FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zelniger
Director

SEP 18 2019
Date

FOR THE DISTRICT OF COLUMBIA HOUSING AUTHORITY:



Tyrone Garrett
Executive Director

9.23.19
Date

**MODIFICATION NUMBER THREE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF HEALTH
FOR
FISCAL YEAR 2020**

I. INTRODUCTION

This Memorandum of Understanding (MOU), executed on January 25, 2019, was entered into by the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), and the Department of Health (DOH), Community Health Administration (CHA), Nutrition and Physical Fitness Bureau (NPFB), collectively referred to herein as the Parties.

The Parties now desire to modify the MOU as follows:

II. Section IV. DURATION OF MOU is hereby deleted and replaced with the following:

- A. "This MOU shall be effective from October 1, 2019 through September 30, 2020. Subject to the availability of funding, the Parties may extend the period of this MOU by entering into an amendment to this MOU each time they agree to extend the term of this MOU for an additional year. DHS shall provide DOH with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial or extension year of this MOU. In no event shall this MOU extend more than four (4) option periods."

III. Section VI. FUNDING PROVISIONS: Subsection A. Cost of Services is hereby deleted and replaced with the following:

1. "The total cost of this MOU shall not exceed one million five hundred thirty-eight thousand one hundred dollars (\$1,538,100.00) for Fiscal Year (FY) 2020. Funding for services shall not exceed the actual cost of the goods or services, including labor, materials and overhead, provided, all costs and expenditures shall not exceed one million five hundred thirty-eight thousand one hundred dollars (\$1,538,100.00) for FY 2020."

IV. Section VI. FUNDING PROVISIONS: Subsection B. Payment: Paragraph 1 is hereby deleted and replaced with the following:

B.1. "Payment for all of the goods and services shall be made through an Intra-District advance by DHS to DOH based on the total amount of the MOU, which shall not exceed one million five hundred thirty-eight thousand one hundred dollars (\$1,538,100.00)."


V. Section X. EFFECTIVE DATE is hereby deleted and replaced with the following:

"The period of this MOU shall be effective from October 1, 2019 through September 30, 2020, unless terminated in writing by the Parties prior to the expiration in accordance with Section XI. TERMINATION of this MOU."

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

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


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

OCT 29 2019
Date


FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Nesbitt, MD, MPH
Director

11-14-19
Date

Approved as to Legal Sufficiency:



Phillip L. Husband
General Counsel

11-08-2019
Date



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Dept. of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington, DC 20002

TELEPHONE # : (202) 671-4240

FAX # : (202) 671-4203

AUTHORIZING OFFICER *Dianna Rutherford-Felix*
Hayden Bernard AFO

DATE: 12 / 02 / 19

BUYER INFORMATION

AGENCY: Department of Behavioral Health

AGENCY CODE: RM0

NAME OF CONTACT: Joyce Jeter

ADDRESS : 64 New York Avenue, NE, 4th Floor
Washington DC 20002

TELEPHONE # : (202) 671-3211

FAX # : (202) 671-2981

AUTHORIZING OFFICER *Joyce A Jeter*
Joyce Jeter, AFO

DATE: 12 / 03 / 19

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DBH and DHS's on-going partnership to serve District Residents will collaborate under the DC Opioid Response initiative. To hire 1 Homeless Opioid User Supportive Engagement (H.O.U.S.E) Initiative Team

TOTAL: \$ 425,595.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	JA0	20	0777	IDBH0	HHC45	4600	4600		IDDBH/20		
BUYER	RM0	20	8200	9DCOS	6922F	0040	0408	91DCOR/19			

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF BEHAVIORAL HEALTH
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2020**

I. INTRODUCTION

The Parties to this Memorandum of Understanding (MOU) are the District of Columbia ("District" or "DC") Department of Behavioral Health (DBH) and the Department of Human Services (DHS), collectively referred to herein as "the Parties."

The mission of DBH is to develop, manage, and oversee a public behavioral health system for adults, children and youth and their families that is consumer driven, community based, culturally competent and supports prevention, resiliency and recovery and the overall well-being of the District.

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations which include the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purposes of this MOU, FSA is the division that is responsible for providing a continuum of services to individuals and families experiencing homelessness or at risk of homelessness, so that they can obtain and/or maintain improved housing.

As part of DBH and DHS's on-going partnership to serve District residents, the Parties will collaborate under the District of Columbia's Opioid Response (DCOR) initiative. The DCOR initiative, administered by DBH, is funded by a federal Substance Abuse and Mental Health Services Administration (SAMSHA) State Opioid Response (SOR) grant (grant number 1H79TI081707-01 issued on September 19, 2018) (SOR grant). The goal of the DCOR initiative is to increase access to medication assisted treatment (MAT), reduce unmet treatment needs, and reduce opioid overdose related deaths in DC through the provision of prevention, treatment, and recovery support services (RSS) to individuals with Opioid Use Disorder (OUD). The SOR grant targets District residents coping with homelessness and opioid addiction. The SOR grant is a multiyear grant. Under the SOR grant DBH received twenty one million one hundred twenty six thousand seven hundred eighty eight dollars and zero cents (\$21,126,788.00) in Fiscal Year (FY) 2019 (Year 1) and is projected to receive twenty one million one hundred twenty six thousand seven hundred eighty eight dollars and zero cents (\$21,126,788.00) in FY 2020 (Year 2).

The purpose of this MOU is to define the responsibilities of each Party in regard to Housing First Teams which will focus on helping the most at-risk, vulnerable individuals with OUD navigate housing services and resources.

II. RESPONSIBILITIES OF THE PARTIES

The Parties hereby agree to fulfill the following responsibilities:

A. RESPONSIBILITIES OF DBH

1. This MOU is funded through the SOR grant. The project period for the SOR grant is FY 2020 (September 30, 2019 through September 29, 2020). DBH shall transfer to DHS funding in the amount of four hundred twenty five thousand five hundred ninety five dollars and zero cents (\$425,595.00) for FY 2020 to hire one (1) The Homeless Opioid User Supportive Engagement (H.O.U.S.E.) Initiative team. The H.O.U.S.E Initiative Team shall consist of:
 - a. Five (5) Case Managers at a cost of seventy three thousand three hundred ten dollars and zero cents (\$73,310.00) each annually; and
 - b. One (1) Program Support Specialist at a cost of fifty nine thousand forty three dollars and zero cents (\$59,043.00) annually.
2. Within one week of signature of this MOU agreement, DBH shall provide an orientation to DHS on SAMHSA's reporting requirements for funding used for DCOR. This orientation shall include, but not be limited to, DBH's oversight of how DHS uses the funding and expected deliverables of the H.O.U.S.E. Team.
3. Request from DHS, certain aggregated data points that enable DBH to comply with SAMHSA's reporting requirements for funding used for DCOR. The scope of data requested may include, but not be limited to, the following:
 - a. Treatment engagement;
 - b. Retention rates;
 - c. Number of individuals served;
 - d. Services homeless services and resources received;
 - e. Client and caregiver (only for youth clients) outcome data;
 - f. Abstinence from use;
 - g. Housing status;
 - h. Education/Employment status;
 - i. Criminal/juvenile justice system involvement;
 - j. Veteran/Non veteran status;
 - k. Access to homeless services and resources services;
 - l. Hospitalization for Opioid Use/Abuse; and
 - m. Suicide attempts.
4. Share with DHS certain aggregated data points that enable DHS to track the effectiveness of DCOR and conduct continuous quality improvement of DHS's homeless outreach services. The scope of data requested may include, but not be limited to, the following:
 - a. Treatment engagement;
 - b. Retention rates;
 - c. Number of individuals served;
 - d. Services received;

- e. Emergency Department use;
 - f. Hospitalization for Opioid Use/Abuse; and,
5. Suicide attempts. Establish the frequency and process for sharing the aggregated data points listed in II.A.3. and II.A.4. between the Parties that will ensure that all clients' Protected Health Information (PHI) will be scrubbed and de-identified.

B. Responsibility of DHS:

1. Use funding provided by DBH as part of the DCOR initiative to hire or designate a H.O.U.S.E. Team.
2. Train and supervise the H.O.U.S.E. Team as follows:
 - a. Provide training on DHS policies and procedures;
 - b. Provide day-to-day supervision of the Team to include daily check-in and/or check-out, contact via cell phone, etc.; and,
 - c. Educate the Team on deliverables and reporting requirements of the DCOR initiative.
3. Manage and direct the H.O.U.S.E. Team to perform the duties of the DCOR initiative. These duties may include, but not be limited to:
 - a. Targeted outreach in and around designated encampments, shelters, etc. to identify potential clients in need of support/services;
 - b. Receive referrals from various sources citywide identifying potential clients in need of support/services;
 - c. Connect customers to appropriate services and assist with benefits enrollment as needed; and,
 - d. Introduce clients to Housing Navigators when appropriate.
4. Submit the aggregated data points to DBH according to the process established by II.A.5. above.

III. AUTHORITY FOR MOU

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

IV. EFFECTIVE DATE AND DURATION

This MOU shall be effective on the date of signature by both Parties. The duration of the MOU shall be until September 30, 2020 unless terminated, in writing, by the parties before the MOU expires. This MOU may be renewed for additional terms by agreement of both parties by written Modifications.

V. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total costs for services under this MOU shall not exceed four hundred twenty five thousand five hundred ninety five dollars and zero cents (\$425,595.00) for

FY 20 to hire one (1) The Homeless Opioid User Supportive Engagement (H.O.U.S.E.) Initiative team. Funding for the services shall not exceed the actual cost of the goods and services, including labor, materials and overhead.

2. The estimated cost of this MOU is based on the information as outlined above in II.A.1.
3. In the event of termination of the MOU, payment to DHS shall be held in abeyance until all required fiscal reconciliation, but not longer than September thirty (30) of the current fiscal year.

B. PAYMENTS

1. Payment for goods and services shall be made through an Intra-District advance by DBH to DHS based on the amount of this MOU which shall not exceed four hundred twenty five thousand five hundred ninety five dollars and zero cents (\$425,595.00) for FY 2020.
2. Advances to DHS for services to be performed/goods to be provided shall not exceed the amount of this MOU which shall not exceed four hundred twenty five thousand five hundred ninety five dollars and zero cents (\$425,595.00) for FY 2020.
3. DHS shall relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DHS shall notify DBH within forty-five (45) days of signing this MOU if it has reason to believe that all of the advance will not be billed during FY 2020.

C. 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.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

other officials as may be specified by the District of Columbia at its sole discretion.

IX. AMENDMENTS AND MODIFICATIONS

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

X. TERMINATION

Any Party may terminate this MOU at any time upon ninety (90) days written notice to the other Party. This MOU may also be terminated immediately by either Party for the following reasons:

1. Lack of funding;
2. Lack of Congressionally approved budget;
3. Changes in applicable law;
4. Changes in a District or federal policy affecting the services described in this MOU;
4. Changes in the structure or the nature of the program covered by this MOU;
5. MOU;
6. Elimination of the program or services covered by this MOU; and,
7. Failure of the other Party to comply with District and federal laws, rules or regulations.

XI. NOTICE

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

To: Department of Behavioral Health:

Barbara J. Bazron, Ph.D.

Director

Department of Behavioral Health

64 New York Avenue, 3rd Floor

Washington, D. C. 20002

To: Department of Human Services:

Laura Green Zeilinger

Director

Department of Human Services

64 New York Avenue, 6th Floor

Washington, D. C. 20002

XII. CONFIDENTIAL INFORMATION

The parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies, including HIPAA and the Mental Health Information Act.

XIII. PROTECTION OF SENSITIVE INFORMATION

The parties to this MOU shall use, restrict, safeguard and dispose of all information related to the services provided by this MOU in accordance with all relevant and applicable federal and local statutes, regulations and policies, including but not limited to, the Health Information Portability and Accountability Act (HIPAA); the D.C. Mental Health Information Act, and 42 CFR Part 2; the Homeless Services Reform Act of 2005, effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code §§ 4-754.11(7) and 4-754.21(12)), as amended; and any other all relevant federal and District confidentiality statutes and regulations. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

XIV. NOTICE OF CLAIMS

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

XV. PUBLICITY AND MEDIA

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

XVI. RESOLUTION OF DISPUTES

The Parties' Directors for the respective agencies, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems (OFOS) of the

District of Columbia Office of the Chief Financial Officer. The decision of OFOS shall be final.

XVII. SEVERABILITY

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

XVIII. HEADINGS/COUNTERPARTS

The headings in this MOU are for purposes of reference only and shall not limit or define the meaning of any provision hereof.

XIX. JOINTLY DRAFTED

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

XX. AUTHORITY OF THE PARTIES

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

XXI. ATTACHMENTS

1. SOR Notice of Award

XXII. POINTS OF CONTACT

The following individuals will be the primary points of contact for the implementation and administration of this MOU agreement:

DHS

For questions regarding the MOU and the general program structure:

Dena Hasan
Director, Office of Policy and Program Support
Office: 202-698-5281
Cell: 202-480-0704
Dena.Hasan@dc.gov

For questions relating to the day-to-day management of the H.O U.S.E. team:

Judy Williams
Supervisory Social Worker
Office: 202-759-1952
Cell: 202-617-1341
Judy.Williams@dc.gov

DBH

For questions regarding the MOU and the general program structure:

Sharon Hunt, L.I.C.S.W., Ph.D.
Deputy Director, Community Services Administration
Office: 202-671-2970
Cell: 202-834-4379
Sharon.Hunt@dc.gov

For questions relating to the day-to-day management of the DCOR grant:

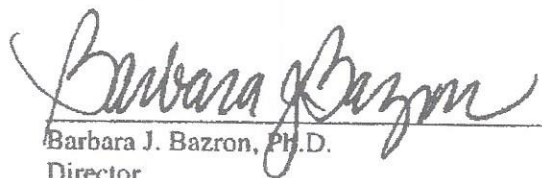
Kelly Murphy, MPH
Project Director, State Opioid Response (SOR)
Office: 202-671-4031
Cell: 202-407-2127
Kelly.Murphy@dc.gov

XXIII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, this Memorandum of Understanding shall be executed on the date and year indicated below.

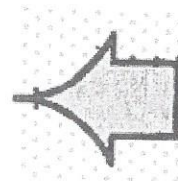
FOR DEPARTMENT OF BEHAVIORAL HEALTH:



Barbara J. Bazron, Ph.D.
Director
Department of Behavioral Health



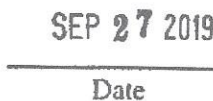
Date



FOR DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director



Date

**INTRA-DISTRICT STANDARD REQUEST FORM
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**PART I
GENERAL**

MOU NUMBER: SE-2020-PSD012

Services: Exterior Lighting Upgrade

AMOUNT: \$98,390.00

SELLER INFORMATION

**AGENCY: DEPARTMENT OF GENERAL SERVICES
AMO**

AGENCY CODE:

NAME OF CONTACT: Henry Wong
ADDRESS: 2000 14th Street, N.W.
Washington, DC 20009

TELEPHONE: (202) 698-7471

FAX:

AUTHORIZING OFFICER:

[Handwritten signature]

DATE:

12/5/19.

BUYER INFORMATION

AGENCY: DEPARTMENT OF HUMAN SERVICES

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard
ADDRESS: 64 New York Avenue, N.E., 4th Floor
Washington, DC 20002

TELEPHONE: (202) 671-4240

FAX:

AUTHORIZING OFFICER:

[Handwritten signature]

DATE:

12/16/2019

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: EXTERIOR LIGHTING UPGRADE

TOTAL: \$ 98,390.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	AM0	20	1359	K42JA	40001	4600	4600		K440JA/3		
BUYER	JA0	20	0100	APCNV	HHC70	0501	0501				

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2020**

I. INTRODUCTION

This is a reimbursable Memorandum of Understanding (MOU) entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), and the Department of General Services (DGS) Protective Services Division (PSD), referred to herein individually as "Party" and collectively as the "Parties".

DHS/FSA has requested that DGS/PSD provide exterior lighting, via DGS/PSD contractor Veritas Consulting Group (VCG), at 425 2nd Street, N.W., Washington, DC, pursuant to Attachment A, hereto attached and incorporated by reference.

II. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS is the District agency responsible for planning and managing the District's real estate to achieve its highest and best use. PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the District government.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS/PSD to pay for exterior lighting at Community for Creative Non-Violence (CCNV) at the District's homeless shelter.

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 DGS/PSD

DGS/PSD by and through VCG, a DGS/PSD contractor, shall install new and upgrade the exterior lighting at 425 2nd Street, N.W., the details of which are specified in

Attachment A hereto attached and incorporated by reference.

B. RESPONSIBILITIES OF DHS/FSA

DHS shall be responsible for all costs associated with services provided in accordance with Attachment A.

IV. DURATION OF MOU

The period of this MOU shall be from date of execution through September 30, 2020, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

This MOU is made pursuant to D.C. Official Code § 1-301.01(k); the Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*); and any other applicable District or federal law and regulation.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed ninety-eight thousand three hundred ninety dollars (\$98,390.00) for Fiscal Year (FY) 2020. Funding for the services shall not exceed the actual cost of the services, based upon Attachment A.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, DGS/PSD shall be paid only for the number of days and/or hours that services are provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by Intra-District to DGS/PSD based on received invoices requested and submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of services, whichever is less.
3. DHS shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, 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 within the Office of the Chief Financial Officer.

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, DGS/PSD shall be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District's request, make these documents available for inspection by duly authorized representatives of DHS and other officials as may be specified by the District at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; and
- F. Failure of either Party to follow the terms of this MOU.

XI. NOTICE

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

FOR DHS:

Synina Pugh, Facility Coordinator
Capital and Operations Management
Department of Human Services
64 New York Avenue, N.E., Sixth Floor
Washington, DC 20002
Phone: (202) 671-4399
Email: Synina.pugh@dc.gov

FOR DGS/PSD

Melissa Irby, Contract Compliance Monitor
PSD Additional Security Requests Coordinator
Department of General Services
64 New York Avenue, N.E., Fourth Floor
Washington, DC 20002
Phone: (202) 698-8108
Email: PSDASR@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: OCT 29 2019

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 12/06/19

ATTACHMENT A

PROJECT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Unity Health Care - 425 2 nd Street, N.W.	Exterior Lighting Upgrade	One (1) Lot	\$98,390.00	\$98,390.00
TOTAL QUOTE				\$98,390.00



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



**PART I
GENERAL**

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Department of Health

AGENCY CODE: HC0

NAME OF CONTACT: Adreana Deane

ADDRESS : 899 North Capitol Street 5th Floor

Washington, DC 20002

TELEPHONE # : 202-442-9222

FAX # : 202-442-4211

AUTHORIZING OFFICER *Adreana Deane* DATE: 11/13/19
Adreana Deane
Agency Fiscal Officer

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JAO

NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, NE., 6th floor

Washington, DC 20002

TELEPHONE # : 202-671-4210

FAX # : 202-671-4203

AUTHORIZING OFFICER *Dianne Rutherford-Felix* DATE: 11/22/2019
for Hayden Bernard
Agency Fiscal Officer

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTON AND FUNDING INFORMATION

**MODIFICATION NUMBER THREE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2020**

The Memorandum of Understanding (MOU) dated June 10, 2019, was entered into between the District of Columbia (District) Department of Health (DOH), the buyer agency and the Department of Human Services (DHS), the seller agency (DHS), collectively referred to herein as the "Parties."


The Parties now desire to renew the MOU and modify the MOU as follows:

- I. **Section II. SCOPE OF SERVICES**, is hereby modified to delete all references of "FY 2019" and replace them with "FY 2020".
- II. **Section III. DURATION, Sub-section A.** is hereby deleted and replaced with the following:
 - A. "The period of this MOU shall be from October 1, 2019 through September 30, 2020, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part by giving thirty (30) days notice to the other party."
- III. **Section V. FUNDING PROVISIONS, Sub-section A. Cost of Service, Paragraph 1.**, is hereby deleted and replaced with the following:
 - I. Total cost for services under this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00). The term of this MOU is from October 1, 2019 through September 30, 2020. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.

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

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


FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Nesbitt, MD, MPH
Director

11-11-2019
Date

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

OCT 29 2019
Date

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2019**

The Memorandum of Understanding (MOU) dated June 6, 2017 was entered into between the District of Columbia (District) Department of Health, the buyer agency (DOH) and the Department of Human Services, the seller agency (DHS), collectively referred to herein as the "Parties."


The Parties now desire to modify the MOU as follows:

- I. **Section II. SCOPE OF SERVICES**, is hereby modified to delete all references of "FY 2018" and replace them with "FY 2019".
- II. **Section III. DURATION, Sub-section A.** is hereby deleted and replaced with the following:
 - A. "The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part by giving thirty (30) days notice to the other party."
- III. **Section V. FUNDING PROVISIONS, Sub-section A. Cost of Service, Paragraph 1.**, is hereby deleted and replaced with the following:
 - I. Total cost for services under this MOU shall not exceed eight hundred thousand dollars (\$800,000.00). The effective date of this MOU is from October 1, 2018 through September 30, 2019. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.

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

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

FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Nesbitt, MD, MPH
Director

6-10-19

Date

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date

**MODIFICATION NUMBER ONE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
THE DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2018**

The Memorandum of Understanding (MOU) dated June 6, 2017 was entered into between the District of Columbia (District) Department of Health, the buyer agency (DOH) and Department of Human Services, the seller agency (DHS), collectively referred to herein as the "Parties." The Parties now desire to modify the MOU as follows:

- I. Section II. **SCOPE OF SERVICES**, shall be modified to delete all references of "FY 2017" and replace with "FY 2018".)
- II. Section III. **DURATION**, Sub-section A. shall be deleted and replaced with the following:
 - A. "The period of this MOU shall be from October 1, 2017 through September 30, 2018, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part by giving 30 days' notice to the other party."
- III. Section V. **FUNDING PROVISIONS**, Sub-section A. **Cost of Service, Paragraph 1.** shall be deleted and replaced with the following:
 - I. Total cost for services under this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00). The effective date of this MOU is from October 1, 2017 through September 30, 2018. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
- IV. Section IX. **NOTICE**, Sub-section "For DOH" shall be modified to delete Charliana Quick and replaced with the following:

Tory Mack, MD
Bureau Chief Family Health
899 North Capitol Street, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 442-9338
Tory.mack@dc.gov

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

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

FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Neabitt, MD, MPH

1/3/2018
Date

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zollinger
Director

12/20/17
Date

DCUH 16245


GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the Director

MEMORANDUM

TO: LaQuandra S. Nesbitt, MD, MPH
Director
Department of Health

FROM: Laura Green Zeilinger 
Director

DATE: JUN 2 2017

SUBJECT: Fiscal Year 2017 Memorandum of Understanding between the District of Columbia Department of Human Services and the Department of Health

This memorandum transmits for your review and approval one (1) original of the above-referenced Fiscal Year (FY) 2017 Memorandum of Understanding (MOU) between the Department of Human Services (DHS) and the Department of Health (DOH).

The purpose of this MOU is for DHS to provide funding to the DOH Community Health Administration (CHA), to implement evidence-based and evidence-informed strategies to prevent and reduce teen pregnancy (Teen Pregnancy Prevention or TPP) in the District in accordance with the District's Temporary Assistance for Needy Families (TANF) program requirements. To implement the TPP Program, DOH will award organizations (Sub-grantees) through a competitive process, sub-grants to strengthen clinical systems to improve adolescent health, build social-emotional skills and self-efficacy of adolescents, and mobilize and educate community partners and key stakeholders around community-wide teen pregnancy prevention.

This MOU is made in accordance with D.C. Official Code §1-301.1(k) and any other applicable District or federal laws, regulations or policies.

The funding for this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00) for Fiscal Year (FY) 2017. The period of this MOU is from January 1, 2017 through September 30, 2017.

Please sign and return the original to my office. If you have any questions or concerns, please contact Ellen M. Wells, Deputy Administrator, DHS/ESA, at (202) 698-3946 or ellen.wells@dc.gov.

LGZ/mb


Attachment

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the General Counsel
MEMORANDUM

TO: Laura Green Zeilinger
Director

FROM: Monica J. Brown 
General Counsel

DATE: March 8, 2017

SUBJECT: Fiscal Year 2017 Memorandum of Understanding between the District of Columbia Department of Human Services and the Department of Health

The Department of Human Services (DHS) Office of the General Counsel (OGC) has reviewed the above-referenced Fiscal Year (FY) 2017 Memorandum of Understanding (MOU) between DHS and the Department of Health (DOH), and has determined that it is legally sufficient and appropriate for your signature.

The purpose of this MOU is for DHS to provide funding to the DOH Community Health Administration (CHA), to implement evidence-based and evidence-informed strategies to prevent and reduce teen pregnancy (Teen Pregnancy Prevention or TPP) in the District in accordance with the District's Temporary Assistance for Needy Families (TANF) program requirements. To implement the TPP Program, DOH will award organizations (Sub-grantees) through a competitive process, sub-grants to strengthen clinical systems to improve adolescent health, build social-emotional skills and self-efficacy of adolescents, and mobilize and educate community partners and key stakeholders around community-wide teen pregnancy prevention.

This MOU is made in accordance with D.C. Official Code §1-301.1(k) and any other applicable District or federal laws, regulations or policies.

The funding for this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00) for Fiscal Year (FY) 2017. The period of this MOU is from January 1, 2017 through September 30, 2017.

If you have any questions or concerns, please let me know.

MJB/tl
Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2017**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Health, (DOH), Community Health Administration, (CHA), the seller agency, and the Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, collectively referred to herein as the "Parties".

DHS seeks to provide funding to DOH to implement evidence-based and evidence-informed strategies to prevent and reduce teen pregnancy (Teen Pregnancy Prevention or TPP) in the District in accordance with the District's Temporary Assistance for Needy Families (TANF) program requirements.

DOH/CHA, in collaboration with District public and public charter schools, healthcare providers, and community-based partner organizations, has created a network of programs designed to coordinate and deliver school-based health services and evidence-based education for adolescents. Additionally, DOH/CHA supports TPP through providing administrative oversight for three (3) TPP initiatives which include the Crittenton Services SNEAKERS and PEARLS TPP Program, Sasha Bruce TPP Program, and the DC Campaign to Prevent Teen Pregnancy TPP Program.

DHS/ESA has also funded multiple programs in support of TPP and to achieve the purposes of the TANF program.

To achieve greater alignment and impact in the District and to better leverage the experience and expertise of DOH/CHA is now the lead agency charged with implementation and coordination of community-wide TPP initiatives in the District. CHA's approach is based on the Centers for Disease Control (CDC) and Prevention's Community-wide Teen Pregnancy Prevention Initiative and will streamline multiple funding sources to achieve its goals.

To implement the TPP Program, DOH shall award organizations (Sub-grantees) through a competitive process to implement evidence-based or evidence-informed programs to achieve the following: strengthen clinical systems to improve adolescent health, build social-emotional skills and self-efficacy of adolescents, and mobilize and educate community partners and key stakeholders around community-wide teen pregnancy prevention. Initiatives to strengthen clinical systems must include one or more of the following systems-level changes to improve youth access to quality health care services:

increase the availability of adolescent-friendly health services, and create sustainable community-clinical linkages for adolescent health services, and increase access to pre-pregnancy family planning services among adolescents.

II. 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 DHS/ESA

1. Buyer shall be responsible for executing the financial components of this MOU by transferring the agreed upon funds for the FY 2017 TPP program to DOH/CHA for the costs incurred in administering the program in accordance with the requirements of this MOU.
2. Buyer shall provide guidance and technical assistance to DOH as needed for any reports required by DHS for TANF.

B. Responsibilities of DOH/CHA

1. Seller shall apply the funds from Buyer toward the FY 2017 administration of the TPP program.
2. Seller shall monitor and evaluate the performance of all Sub-grantees awarded funding provided through this MOU to implement evidence-based or evidence-informed TPP programs.
3. Seller shall submit reports to DHS on a quarterly basis as agreed upon by DHS and DOH/CHA. A final report compiling all data for the fiscal year will be submitted to DHS within 30 days of the end of the fiscal year.

III. DURATION

- A. The period of this MOU shall be from January 1, 2017 through September 30, 2017, unless terminated in writing by the Parties prior to the expiration of this MOU. Either Party may terminate this MOU, in whole or in part, by giving 30 days advance written notice to the other Party.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods through the mutual agreement on modifications to this MOU. DHS shall provide DOH with written notice of its intent to exercise an option period at least 30 days prior to the expiration of the then current term of the MOU.
- C. The exercise of an option is subject to availability of funds at the time of the exercise of the option.
- D. This MOU shall become effective on the date of the final signature affixed to this MOU.

IV. AUTHORITY FOR MOU

D.C. Official Code 1-301.01(k).

V. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed eight hundred thousand dollars and zero cents (\$800,000.00). The effective date of this MOU is from the date of execution of this MOU through September 30, 2017. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
2. The estimated cost of this MOU is based on the continuous operation of the TPP.
3. In the event of termination of this MOU, payment to the vendor of record shall be held in abeyance until all required fiscal reconciliations are completed, but not longer than September 30th of the current fiscal year.
4. The total amount of funds transferred to DOH/CHA under this MOU in the amount of eight hundred thousand dollars and zero cents (\$800,000.00) shall be sub-granted through a competitive process to organizations with demonstrated experience in providing adolescent sexual/reproductive health, primary care, or preventive services for populations at high risk for teen pregnancy. Annual awards may be in the amounts of \$100,000 per year up to \$400,000 per year in total costs (direct and administrative costs).
 - a. Organizations shall be solicited to implement evidence-based or evidence-informed programs to strengthen clinical systems to improve adolescent health; to build social-emotional skills and self-efficacy of adolescents; or to mobilize and educate community partners (such as: schools, faith-based organizations, after-school programs, professional organizations like the American Academy of Pediatrics, clinics, healthcare providers etc.) and key stakeholders (such as: parents, youth, elected officials, etc.) around community-wide teen pregnancy prevention.
 - b. Initiatives to "strengthen clinical systems" shall include one or more of the following systems-level changes to improve youth access to quality health care services: increase the availability of adolescent-friendly health services, and create sustainable community-clinical linkages for adolescent health services, and increase access to pre-pregnancy family planning services among adolescents.

B. Payment

1. Payment for all of the goods and services shall be made through an Intra-District advance by DHS to DOH/CHA and shall not exceed the total amount of this MOU, eight hundred thousand dollars and zero cents (\$800,000.00)
2. DOH/CHA shall submit quarterly reports using the prior quarter's expenditures with supporting documentation as evidence of expenditures which shall explain the amounts billed for the period. The reconciliations shall include: (1) list of

materials and their costs; (2) labor costs including hourly rates for all staff; and (3) overhead.

3. Advances to DOH/CHA for the services to be performed/goods to be provided shall not exceed the amount of this MOU, eight hundred thousand dollars and zero cents (\$800,000.00).
4. DOH/CHA shall invoice DHS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DOH/CHA shall return any excess advance to DHS by September 30th of the current fiscal year.
5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District Office of Financial Operations and Systems.

C. Anti-Deficiency Consideration

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.

VI. COMPLIANCE AND MONITORING

The seller agency shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VII. RECORDS AND REPORTS

The seller agency shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon DHS request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District at its sole discretion.

VIII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving ninety (90) calendar days advance written notice to the other Party.

IX. NOTICE

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

For DOH:

Anjali Talwalkar, MD, MPH
Senior Deputy Director
Community Health Administration
899 North Capitol Street, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 442-5925
Anjali.Talwalkar@dc.gov

Charlissa Quick
Division Chief
School Health
899 North Capitol Street, N.E., 3rd Floor
Washington, DC 20002
Phone: (202) 442-9123
Charlissa.Quick@dc.gov

For DHS:

Anthea Seymour
Administrator
Department of Human Services
Economic Security Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 698-3900
Anthea.seymour2@dc.gov

Ellen M. Wells
Deputy Administrator
Department of Human Services
Economic Security Administration
64 New York Avenue, N.E., 5th Floor
Washington, DC 20002
Phone: 202-698-3946
Ellen.wells@dc.gov

X. MODIFICATIONS

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

XI. CONFIDENTIALITY

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, effective August 21, 1996 (Pub. L. No. 104; 42 U.S.C. § 1320d *et seq.*) as amended; the Public Assistance Act (D.C. Official Code §4-209.04); the requirements of Section 103 of the Data-Sharing and Information Coordination Amendment Act of 2010 (The Data Sharing Act), effective December 4, 2010 (D.C. Law 18-273; D.C. Official Code § 7-241, *et seq.*), as amended, and accompanying regulations at 29 DCMR §§3000-3099; Mayor's Order 2011-169; the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5), as amended by the HIPAA Omnibus Rule of 2013; and all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

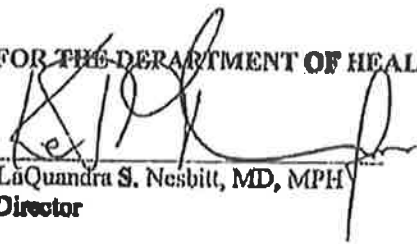


Laura Green Zeilinger
Director

JUN 2 2017

Date

FOR THE DEPARTMENT OF HEALTH:



LaQuandra S. Nesbitt, MD, MPH
Director

6-6-17
Date

Deane, Adreana (OCFO DOH)

From: Mills, Stacie (OCFO)
Sent: Monday, June 05, 2017 11:13 AM
To: Acevedo, Milena (OCFO DOH)
Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO); Tseng, David (OCFO); Deane, Adreana (OCFO DOH)
Subject: RE: MOU between DHS and DOH_\$800,000
Attachments: 4608_001.pdf

Good Morning-

The attached is legally sufficient.

Thanks,

Stacie

From: Acevedo, Milena (OCFO DOH)
Sent: Monday, June 05, 2017 10:50 AM
To: Mills, Stacie (OCFO)
Cc: Lee, Laverne (OCFO); Lyons, Steve (OCFO); Tseng, David (OCFO); Deane, Adreana (OCFO DOH)
Subject: MOU between DHS and DOH_\$800,000

Good morning Ms. Mills,

Attached please find an MOU in the amount of \$800,000. Please review/approve.

Thank you

From: canon c5255 [mailto:DOH_OD@dc.gov]
Sent: Monday, June 05, 2017 9:59 AM
To: Acevedo, Milena (OCFO DOH) <mlena.acevedo@dc.gov>
Subject: Attached Image



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



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 17-Dec-19

SELLER INFORMATION

AGENCY: Mayor's Office on Asain and Pacific Islander Affairs

AGENCY CODE: AP0

NAME OF CONTACT: Frehiwot Deresso, Agency Fiscal Officer

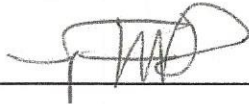
ADDRESS : 441 4th Street NW

Washington, DC 20001

TELEPHONE # : 202-727-1259

FAX # : _____

AUTHORIZING OFFICER



DATE: 12/17/2019

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Avenue, NE., 6th Floor

Washington, DC 20002

TELEPHONE # : 202-671-4242

FAX # : _____

AUTHORIZING OFFICER

Dionne Rutherford-Felix

DATE: 1/2/2020

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
EXECUTIVE OFFICE OF THE MAYOR
OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS
AND
THE DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2020**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the District of Columbia (the District) Executive Office of the Mayor, Office on Asian and Pacific Islander Affairs (MOAPIA), the Seller, and the Department of Human Services (DHS), Economic Security Administration (ESA), the Buyer, collectively referred to herein as the "Parties."

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two (2) administrations, which includes ESA and the Family Services Administration (FSA). ESA is the administration responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as the Food Stamps Program, and Temporary Assistance for Needy Families (TANF) benefits. FSA is the Administration responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services and Family Services.

MOAPIA's mission is to improve the quality of life for District Asian American and Pacific Islanders (AAPI) residents through advocacy and engagement. MOAPIA advises the Mayor, the DC Council, and District agencies on the views, needs, and concerns of the AAPI community. MOAPIA provides recommendations on District programs and initiatives affecting the AAPI community, and helps coordinate programs and initiatives within the District government that promote the overall welfare of the AAPI community.

This MOU establishes a collaborative agreement between the Parties to assist limited or non-English proficient (LEP/NEP) AAPI residents with accessing DHS programs and services. DHS shall provide funding to MOAPIA to fund two (2) full-time staff to work with DHS in order to: (1) increase awareness among District AAPI communities on current and upcoming DHS initiatives (2) provide technical support to DHS on to best reach District AAPI communities, and (3) ensure the DHS Language Access Customer Advisory Group (LACAG) includes representation from at least one District AAPI community and related language accommodations for this member.

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 MOAPIA

MOAPIA shall:

1. Recruit and hire two (2) full-time (FT) employees, one of which will be bilingual in Vietnamese and English and one of which will be bilingual in Mandarin Chinese and English.
 - a. The Vietnamese staff will work the following schedule:
 - i. Three (3) days a week at the Taylor Street DHS Service Center located at 1207 Taylor Street, N.W., Washington DC; and
 - ii. Two (2) days a week at the MOAPIA office, located at 441 4th Street, N.W., Room 721N, Washington, DC.
 - b. The Chinese staff will work the following schedule:
 - i. Three (3) days a week at the DHS Service Center located at 645 H Street, N.E., Washington DC; and
 - ii. Two (2) days a week at the MOAPIA office, located at 441 4th Street, N.W., Room 721N, Washington, DC.
2. Conduct outreach events to District AAPI communities in which MOAPIA will educate AAPI residents about DHS programs and services and provide assistance to AAPI residents in accessing DHS programs and services.
3. Provide services to AAPI residents that include, but are not limited to, assistance accessing social services (i.e. applying for public assistance programs) and education and outreach efforts that provide information on programs offered by DHS.
4. Advise DHS on how to engage AAPI representative(s) in the LACAG and provide translation, interpretation and/or language access quality control related to AAPI representative(s) participation in the LACAG.
5. Provide DHS with outreach and technical assistance including strategies for developing effective outreach events for immigrant communities, how to build community relationships within immigrant communities, and how to engage LEP/NEP customers.
6. Provide DHS with quality control review(s) of DHS translated materials in Chinese and Vietnamese for DHS.

7. Inspect work performed under this MOU for quality, timeliness, and compliance with applicable laws, regulations and policies, prior to submission of quarterly narrative progress reports (to be developed by MOAPIA) to DHS.
8. Ensure that the funds transferred under this MOU are expended solely for eligible DHS activities and costs specified in this MOU.
9. Respond to DHS requests for project information, records or inspections of applicable case records in the time frames requested by DHS.
10. Submit to DHS, on a quarterly basis, a "DHS-MOAPIA Language Access Status Report". This report shall include the following, as of the date it is submitted:
 - a. Number of AAPI clients served and languages spoken.
 - b. List and description of events MOAPIA participated and provided assistance in to educating and accessing AAPI residents about DHS programs and services.
 - c. Number and description of quality control review(s) MOAPIA perform on DHS translated materials in Chinese and Vietnamese.
 - d. Summary of any MOAPIA staffing changes.
11. Submit to DHS annually, a "DHS-MOAPIA Language Access Closeout Report" for the most recent fiscal year. This report shall include, but not be limit to, the following:
 - a. Number of AAPI clients served and language spoken.
 - b. List and description of events MOAPIA participated and provided assistance in to educating and accessing AAPI residents about DHS program and services.
 - c. Number and description of quality control review(s) MOAPIA performed on DHS translated materials in Chinese and Vietnamese.
 - d. Summary of any MOAPIA staffing changes.
 - e. Comparison analysis between the two (2) most recently closed fiscal year for activities listed in Section III, Sub-section A.10.a-d above.
12. Provide translation of DHS outreach materials including DHS' social media posting when requested by DHS.

B. RESPONSIBILITIES OF DHS

DHS shall:

1. Transfer two hundred two thousand one hundred seventy-nine dollars (\$202,179.00) through the Intra-District advance process for Fiscal Year (FY) 2020 to MOAPIA.
2. Provide a customer-accessible location for the employees hired under this MOU to work at the Taylor Street Service Center, located at 1207 Taylor Street, N.W. and the H Street Service Center located at 645 H Street, N.E., three days a week.

3. Inform MOAPIA promptly on any new policies, regulations, programs or changes that affect DHS clients, including AAPI clients.
4. Provide MOAPIA with DHS' program materials and content for outreach and educating District AAPI Communities. This includes, but is not limited to, hard copy materials and information added to DHS' webpage.
5. Provide technical assistance and training to MOAPIA regarding DHS' program policy, administration and program requirements when necessary.
6. Facilitate mandatory quarterly meetings between MOAPIA and DHS designated representatives to review the most immediate DHS-MOAPIA *Language Access Status Report* submitted by MOAPIA.

IV. TARGET POPULATION

Target population of this project is AAPI who are District residents, particularly LEP/NEP, who face linguistic and cultural barriers.

V. DURATION OF MOU

This MOU shall be effective upon execution of this MOU through September 30, 2020, unless terminated in writing by the Parties prior to the expiration date.

VI. AUTHORITY FOR MOU

D.C. Official Code §1-301.01 (k) (ed. 2001 & Supp. 2013).

VII. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed two hundred two thousand one hundred seventy-nine dollars (\$202,179.00) for FY 2020.
2. In the event of termination of the MOU, re-payment of any remaining funds to DHS may be held in abeyance pending all required fiscal reconciliation, but not longer than September 30, 2020.

B. PAYMENTS

1. Payment for the goods and services shall be made through an Intra-District by advance by DHS to MOAPIA based on the total amount of this MOU.
2. Advances to MOAPIA for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
3. MOAPIA shall maintain payment reconciliation records for all cost expended under this MOU.

4. DHS is not obligated to reimburse MOAPIA for costs incurred in excess of two hundred two thousand one hundred seventy-nine dollars (\$202,179.00) the cost ceiling specified in this MOU budget.
5. 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 District Office of Financial Operations and Systems within the Office of the Chief Financial Officer.
6. DHS shall disburse funds to MOAPIA to carry out the functions of this MOU.
7. Upon final completion of the projects and activities for which funds have been provided by DHS, expiration of the term of this MOU, cancellation, or termination of this MOU, MOAPIA shall transfer to DHS any unspent, excess or surplus funds, to include accounts receivable attributable to the use of the funds.
8. Any expenditure disallowed by DHS or federal government audit shall be subject to repayment by MOAPIA.

VIII. ANTI-DEFICIENCY CONSIDERATIONS

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

IX. COMPLIANCE AND MONITORING

MOAPIA shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable DHS program requirements.

X. RECORDS AND REPORTS

- A. MOAPIA shall submit to DHS a bi-annual narrative progress report (i.e. DHS-MOAPIA Language Access Status Report) that, at a minimum, details the project's accomplishments, activities and milestones reached within the most immediate six (6) months. The description of accomplishments should include the number of contacts with clients and indicate the type of services provided. Additional content of this report may be developed by DHS and MOAPIA.
- B. MOAPIA shall retain all records pertinent to the activities funded under this MOU for a period of three (3) years following expiration or termination of this MOU.
- C. MOAPIA shall maintain all records that are pertinent to the activities to be funded under this MOU. Such records shall include but are not limited to:
 1. Records providing a full description of each activity undertaken.

2. Records required to demonstrate that the activities performed under this MOU are authorized pursuant to applicable laws and regulations.
 3. Relevant financial records supporting expenditures under this MOU budget.
- D. MOAPIA shall make certain documents (such as flyers for public events, materials that are translated in various languages, their case assistance procedure etc.) available for inspection by duly authorized representatives of DHS and other District officials as may be specified by DHS, in accordance with all applicable federal and District laws, statutes, and regulations.
- E. MOAPIA shall submit to DHS a DHS-MOAPIA Language Access Status Close-Out Report within thirty (30) days after expiration of the MOU, termination of this MOU, or final payment for activities under this MOU, whichever occurs later. The Close-Out Report shall, at a minimum, include a narrative of MOAPIA's completed tasks based on the activities, performance measures and goals outlined in Section III, Scope of Services. Attachments to the Close-Out Report shall include:
1. Final Expenditure Report.
 2. Final Performance Report.
 3. Narrative Report which summarizes the quantitative outcomes of the MOU services and activities provided to the customers in District communities and a narrative discussion of the qualitative impact of the MOU project on the District's API and other immigrant communities.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all applicable federal and District laws, statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

XII. TERMINATION

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

XIII. NOTICE

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

For MOAPIA:

Ngoc Trinh
 Director of Community Engagement
 Office on Asian and Pacific Islander Affairs
 441 4th Street, N.W., Room 721N
 Washington, DC 20001
 Office: (202) 727-3120
 Email: Ngoc.Trinh@dc.gov

For DHS:

Jaime Holguin
 Special Emphasis Program Coordinator
 Department of Human Services
 64 New York Avenue, N.E., 6th Floor
 Washington, DC 20002
 Office: (202) 671-4731
 Email: Jaime.Holguin@dc.gov

XIV. MODIFICATIONS

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

XV. 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:


FOR THE MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS:



Ben de Guzman
Director

Date: 12/17/2019

FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: DEC 11 2019

FY20 BUDGET

SERVICE	ESTIMATION ONLY	AREA	RATIONALE
Hire one (1) full-time at GS-9 Step 6 worker who is fluent in Vietnamese	\$74,933.20	Personnel	The staff member will be present at the DHS Taylor Street Center, three (3) days a week to serve Vietnamese customers. She/he will be working at the MOA/PIA's office two (2) days a week, handling case assistance, planning and reporting work. GS-9/6 takes effect in May 2020
Hire one (1) full-time at GS-9 Step 5 worker who is fluent in Chinese	\$71,828.92	Personnel	The staff member will be present at the DHS H Street Center, three (3) days a week to serve Chinese customers. She/he will be working at the MOA/PIA's office two (2) days a week, handling case assistance, planning and reporting work. GS-9/5 takes effect in July 2020
Transportation	\$3,000.00	Transportation	For outreach workers to get to various locations (WMATA metro cards)
Telecommunications	\$1,500.00	Telecom	Cellphone subscription, VPN, and wifi card
Other program expenses	\$23,000.00		Costs of printing, promotion, advertisement, translation, interpretation, interpretation equipment rental, outreach event venue rental, etc.
Administrative/management cost	\$27,917.88	Administration	Cost to administer work for this MOU agreement (16%)
TOTAL	\$202,180.00		

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

PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: 12/17/2019

SELLER INFORMATION

AGENCY: Executive Office of the Mayor - Office of Latino Affairs

AGENCY CODE: BZ0

NAME OF CONTACT: Paul Blake

ADDRESS : 441 4th Street, NW Suite 890N

Washington, DC 20001

TELEPHONE # : 202.727.9833

FAX # : 202.727.2202

AUTHORIZING OFFICER

Paul K. Blake

DATE: 12/19/19

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, AFO

ADDRESS : 64 New York Avenue, N.E. 4th Floor

Washington, DC 20002

TELEPHONE # : 202-671-4240

FAX # : 202-715-7288

AUTHORIZING OFFICER

H. A. Bernard

DATE: 12.30.19

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE EXECUTIVE OFFICE OF THE MAYOR
OFFICE ON LATINO AFFAIRS
FOR
FISCAL YEAR 2020

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the District of Columbia (the District) Executive Office of the Mayor, Office on Latino Affairs (MOLA), the Seiler, and the Department of Human Services (DHS), the Buyer, collectively referred to herein as the "Parties."

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. DHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). ESA is the Administration responsible for making eligibility determinations for federally and locally funded public assistance programs in the District, including but not limited to, Medicaid benefits, and Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as the Food Stamps Program, and Temporary Assistance for Needy Families (TANF) benefits. FSA is the Administration responsible for providing protection, intervention and social services to District residents, including but not limited to, Homeless Services and Family Services.

The mission of MOLA is to improve the quality of life of the District's Latino residents by addressing a broad range of social and economic needs through strategic management of public and private partnerships, expertise on policy, community relations, civic engagement and community-based grants.

This MOU establishes a collaborative agreement between the Parties to assist limited or non-English proficient (LEP/NEP) District residents with accessing DHS programs and services. MOLA shall provide services to LEP/NEP District residents, whose native language is Spanish or Amharic. DHS shall provide funding to MOLA to work with DHS in order to: (1) increase awareness among Spanish-speaking or Amharic-speaking immigrant communities in the District on current and upcoming DHS initiatives (2) provide technical support to DHS to best reach Spanish-speaking or Amharic-speaking immigrant communities in the District, and (3) ensure the DHS

Language Access Customer Advisory Group (LACAG) includes representation from at least one District resident from the Spanish-speaking community and related language accommodations for this member.

III. AUTHORITY FOR MOU

D.C. Official Code 1-301.01(k); and any other applicable District or federal law and regulations.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF MOLA

MOLA shall:

1. Conduct outreach events to District Spanish-speaking or Amharic-speaking communities in which MOLA will educate these residents about DHS programs and services and provide assistance to Spanish-speaking and Amharic-speaking residents in accessing DHS programs and services.
2. Provide services to Spanish-speaking and Amharic-speaking residents that include, but are not limited to, assistance accessing services (i.e. applying for public assistance programs) and education and outreach efforts that provide information on programs offered by DHS.
3. Advise DHS on how to engage Spanish-speaking and Amharic-speaking representative(s) to join and participate in the DHS Language Access Customer Advisory Group (the "LACAG"), and provide translation, interpretation and/or language access quality control related to Spanish-speaking and Amharic-speaking representative (s) participating in the LACAG.
4. Provide DHS with outreach and technical assistance including strategies for developing effective outreach events for immigrant communities, how to build community relationships within immigrant communities, and how to engage LEP/NEP customers.
5. Provide DHS with quality control review(s) of DHS materials translated in Spanish and Amharic.
6. Inspect work performed under this MOU for quality, timeliness, and compliance with applicable laws, regulations and policies, prior to submission of bi-annual narrative progress reports (to be developed by MOLA in coordination with DHS) to DHS.
7. Ensure that the funds transferred under this MOU are expended solely for eligible DHS activities and costs specified in this MOU.

8. Respond to DHS requests for project information, records or inspections of applicable case records in the time frames requested by DHS.
9. Provide translation of DHS outreach materials including DHS's social media posting when requested by DHS.
10. Identify an appropriate process for establishing grants or sub-grants with multiple non-profit organizations to provide some or all of the services and activities listed in A.1-9 above.
11. Ensure that non-profit organizations selected to provide some or all of the services and activities listed in subsection A.1-9 above have extensive experience delivering outreach, information and assistance services in order to improve access to income maintenance services and /or services linked to improving housing stability for minority residents of the District.
12. Ensure that non-profit organizations selected to provide some or all of the services and activities listed in subsection A.1-9 above serves approximately 6,000 clients a year, of which about sixty percent (60%) or 3,600 clients are provided with in-depth assistance and follow-through in preparing applications for or recertifying their eligibility for DHS/ESA-administered services, or referring them for other services (e.g. housing stability services) to address needs that cannot be directly addressed through DHS/ESA services.
 - a. MOLA shall ensure that the non-profit agencies selected provide a plan of services that:
 - i. Provide details regarding the network of services to be supported by funding under this MOU.
 - ii. Describes the organizational and staffing structure for staff that conducts services listed under this MOU.
 - iii. Describes how the agency will provide assistance to Spanish-speaking and Amharic-speaking residents, and summarizes the capabilities of staff funded under this MOU.
 - iv. Discusses the organization's capacity to identify resources to assist LEP/NEP persons who speak other languages
 - v. Describes how it will maintain direct working relationships with all of DHS/ESA's decentralized service centers while placing priority on those serving the largest number of persons who are not fluent in English, through accompanying clients to centers, maintaining regular hours on site at selected centers, or through other means.
 - vi. Describes how it shall receive referrals from DHS/ESA, other government agencies, and private sector organizations, and accept walk-ins who need assistance.

- vii. Discusses how it shall conduct outreach and disseminate information regarding eligibility for Medicaid, TANF, SNAP, formerly known as the Food Stamps program, and other services available through DHS/ESA.
 - viii. Describes how the project shall track the applications and re-certifications submitted to DHS/ESA by LEP/NEP clients the organization is assisting.
 - ix. Details how it will encourage enrollment of additional children in Medicaid.
 - x. Describes how it will conduct outreach and disseminate information on the District's managed care program for Medicaid recipients.
 - xi. Discusses what data the organization will collect and report to MOLA, including outreach and educational activities, and services to individual clients.
 - xii. Discusses how the organization shall comply with the confidentiality requirements under the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code § 4- 209.04) as amended (The Public Assistance Act). Acknowledges that the organization shall comply, as appropriate, with the confidentiality and other provisions of the Data-Sharing and Information Coordination Amendment Act of 2010 (The Data Sharing Act), effective December 4, 2010 (D.C. Law 18-273; D.C. Official Code § 7-241, *et seq.*), as amended, and its implementing regulations at 29 DCMR §§ 3000- 3099.
- b. Require that, as part of its project plan, the non-profit agency describe the location(s) of its services in the community, and how it will provide services to DHS/ESA's decentralized service centers, either through on-site services or through making "on-call" services available.
 - c. Establish personnel standards with the non-profit agencies selected that, at a minimum; require that employed staff that speak and write fluently, both in English and Spanish or the second language for which they are employed.

13. Meet the following reporting requirements:

- a. Provide incident reports to DHS/ESA whenever an incident results in or could result in harm to a client or could be interpreted as placing the District's Language Access Program or the District as-a-whole at risk.
- b. Provide DHS/ESA with quarterly data reports on services provided and an annual narrative report on project activities, outcomes and expenditures, within thirty (30) days of the end of each fiscal year, including

recommendations for changes or improvements in project design or services.

- c. Submit to DHS, annually, a "DHS-MOLA Language Access Closeout Report" for the most recently closed fiscal year. This report shall include, but not be limited to, the following:
 - i. Number of clients served and languages spoken.
 - ii. List and description of events that MOLA participated in to educate Spanish-speaking and Amharic-speaking residents about DHS programs and provide assistance to Spanish-speaking and Amharic-speaking residents in accessing DHS programs and services.
 - iii. Number and description of quality control review(s) MOLA performed on DHS translated materials in Spanish and Amharic.
 - iv. Summary of any MOLA staffing changes.
 - v. Comparison analysis between the most two recently closed fiscal years for activities listed in subsections A.1.a-d above.
 - vi. Attachments to the Close-Out Report shall include: Final Expenditure Report and other documents agreed to by DHS and MOLA.

B. RESPONSIBILITIES OF DHS

DHS shall:

1. Transfer two hundred thousand dollars (\$200,000.00) through the Intra-District Advance process for Fiscal Year (FY) 2020 to MOLA.
2. Provide access and space for the employees hired under this MOU to work at the Taylor Street Service Center, located at 1207 Taylor Street, N.W. and the H Street Service Center located at 645 H Street, N.E., five (5) days a week.
3. Inform MOLA promptly on any new policies, regulations, programs or changes that affect DHS clients, including Spanish-speaking and Amharic-speaking DHS clients.
4. Provide MOLA with DHS' program materials and content for outreach and educating District Spanish-speaking and Amharic-speaking communities. This includes, but is not limited to, hard copy materials and information added to DHS' webpage.
5. Provide technical assistance and training to MOLA regarding DHS's program policy, administration and program requirements when necessary.
6. Budget for all services requested in this MOU

V. DURATION OF MOU

- A.** This MOU shall be effective as of the date the last Party executes this MOU through September 30, 2020, unless terminated in writing by the Parties prior to the expiration date.
- B.** The Parties may extend the term of this MOU by exercising a maximum of four (4) one-year option periods. The total term of this MOU, including the exercise of any option under this clause, may not exceed five (5) years. DHS shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- 1.** Total cost for goods and services under this MOU shall not exceed two hundred thousand dollars (\$200,000.00) for Fiscal Year (FY) 2020.
- 2.** In the event of termination of the MOU, re-payment of any remaining funds to DHS may be held in abeyance pending all required fiscal reconciliation, but not longer than September 30, 2020.

B. PAYMENTS

- 1.** DHS shall make payment for the goods and services through an Intra-District from DHS to MOLA based on the total amount of this MOU which shall not exceed two hundred thousand dollars (\$200,000.00) for Fiscal Year (FY) 2020.
- 2.** MOLA shall submit either itemized invoices for each completed service request or two (2) monthly/quarterly reconciliations which shall explain the amounts billed for that period. The invoices or reconciliations shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; and (3) overhead or itemized monthly claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category, provided, all costs and expenditures shall not exceed two hundred thousand dollars (\$200,000.00) for FY 2020.
- 3.** MOLA shall ensure that the revenues for this project are reflected in the budget entry budget line item detail screen and the appropriate accumulators.
- 4.** MOLA shall establish an agency internal service fund with a corresponding index that ties to the fund and the agency organization structure.
- 5.** MOLA shall provide the projected costs of providing the services under this MOU. This detail shall be provided on the Intra-District Standard Request Form.
- 6.** DHS shall disburse funds to MOLA to carry out the functions of this MOU. MOLA shall maintain payment reconciliation records for all cost expended under this MOU.

7. DHS is not obligated to reimburse MOLA for costs incurred in excess of two hundred thousand dollars (\$200,000.00), which is the cost ceiling specified in this MOU budget.
8. 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 District Office of Financial Operations and Systems within the Office of the Chief Financial Officer.
9. Upon final completion of the projects and activities for which funds have been provided by DHS, expiration of the term of this MOU, cancellation, or termination of this MOU, MOLA shall transfer to DHS any unspent, excess or surplus funds, to include accounts receivable attributable to the use of the funds.
10. Any expenditure disallowed by DHS or federal government audit shall be subject to repayment by MOLA.

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 effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351); (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law §47-355.01-355.08); (iii) D.C. Official Code §§1-204.46; and (iv) D.C. Official Code § 47-105; as amended, 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

MOLA shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable DHS program requirements.

VIII. RECORD RETENTION

- A. MOLA shall retain all records pertinent to the activities funded under this MOU for a period of three (3) years following expiration or termination of this MOU. Such records shall include but are not limited to:
 1. Records providing a full description of each activity undertaken.
 2. Records required to demonstrate the activities performed under this MOU are authorized pursuant to applicable laws and regulations.
 3. Relevant financial records supporting expenditures under this MOU budget.
- B. MOLA shall make certain documents (such as flyers for public events, materials that are translated in various languages, their case assistance procedure etc.) are available for inspection by duly authorized representatives of DHS/ESA and other District

officials as may be specified by DHS/ESA, in accordance with all applicable federal and District laws, statutes, regulations and policies.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all applicable federal and District laws, statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHS.

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

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

For MOLA:
Eduardo Perdomo
Grants Management Specialist
Mayor's Office on Latino Affairs
2000 14th Street, N.W., Suite 206
Washington, DC 20009
Phone: (202) 671-2826
Email: Eduardo.Perdomo@dc.gov

For DHS:
Jaime Holguin
Special Emphasis Program Coordinator
Department of Human Services
64 New York Avenue N.E., 6th Floor
Washington, DC 20002
Phone: (202) 671-4731
Email: Jaime.Holguin@dc.gov

XII. MODIFICATIONS

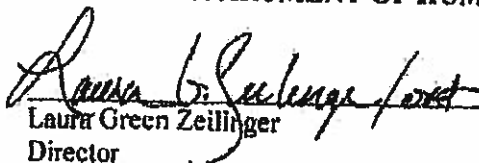
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS

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

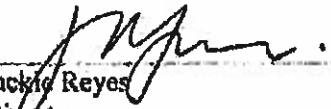
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

FOR THE DEPARTMENT OF HUMAN SERVICES:

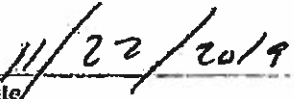

Laura Green Zeilinger
Director

Date

FOR THE MAYOR'S OFFICE ON LATINO AFFAIRS:



Jackie Reyes
Director



Date

15:42:03 Thursday, December 19, 2019

S024 V2.1 PRD DISTRICT OF COLUMBIA R*STARS 2.1 12/19/19 03:41 PM
LINK TO: _____ INDEX CODE PROFILE DSNF

AGENCY: BZ0 APPN YEAR: 20 INDEX: BZJ02

TITLE: GRANTS MANAGEMENT

ORG CODE: 1012

APPROP NUMB: 20000 FUND: 0700 AGCY BUD ORG LVL IND: 3
GRANT NO/PH: _____ PROJECT NO/PH: BZJA02 20
PCA: _____ MPCODE: _____ AGENCY CODE - 1: _____ 2: _____ 3: _____
CONVERTED CODES - RC: _____ MRU: _____ ARC: _____

EFF START DATE: 10012019 EFF END DATE: _____ STATUS CODE: A
Z06 RECORD SUCCESSFULLY RECALLED LAST PROC DATE: 12192019

F1-HELP F3-DEL F5-NEXT F9-INT F10-SAVE F11-SAVE/CLEAR ENTER-INQ CLEAR-EXIT



Office of the Chief Financial Officer - PROMS Production
[Return to CFO\\$olve](#)

[Home](#) > Agency Project Profiles > Project Number

Project Number

- Home
- Agency Project Profiles
 - Master Project Code
 - SubProjects
 - Project Number
 - Project Control
 - Federal Project
 - Upload Maps and Pictures
 - Budget Request Summary
- OBP Profiles
 - Project Type
 - Project Category
 - Project Phases
 - Type Of Projects
 - Project Questions
 - Project Appropriation
 - Agency Description
 - Project Fund Distribution
 - Pending Project Control
- Drop Down List Maintenance
 - Strategic Plan Goal
 - Program Category
 - Functional Category
 - Priority Criteria
 - Subproject Type
 - Funding Element
 - Project Status
- Reports
- Help
 - PROMS User Guide v3.0

New Project Number

Implementing (SOAR) Agency:

SOAR Project Type:

Project Number:

Title:

Buyer Agency:

Project Category:

Fiscal Year End: (MMDD)

Project Phase Budget Level Indicator

Control Budget at Phase level? Yes No

Agency Budget Project Level Indicator? No project No Project No Project No/Phase

Project Manager:

Phone Number:

Report Dates:

Created By: TERRY HICKS

Create Date: 12/10/2019

Modified By: TERRY HICKS

Effective Start Date:

Effective End Date:

Last Process Date: 12/17/2019

Status:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF AGING AND COMMUNITY LIVING
FOR
FISCAL YEAR 2020**

I INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (OHS), Family Services Administration (FSA) and the Department of Aging and Community Living (DACL), collectively referred to herein as the "Parties.,,

U. PROGRAM GOALS AND OBJECTIVES

The mission of DHS is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. OHS has two administrations, which includes the Economic Security Administration (ESA) and the Family Services Administration (FSA). For purposes of this MOU, FSA is the administration which is responsible for providing protection, intervention and social services, including services such as shelter and homelessness prevention and adult protective services, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

The DHS FSA Adult Protective Services Division (APS) was established by the Adult Protective Services Act of 1984, effective March 14, 1985 (D.C. Law 5-156; D.C. Official Code §§ 7.1901, et seq.), as amended (APS Statute). APS investigates reports of alleged cases of abuse, neglect, and exploitation by third parties, and self-neglect of vulnerable adults 18 years of age or older. APS provides protective services to reduce or eliminate the risk of abuse, neglect, self-neglect, and exploitation. Residents of the District who are 18 years old or older and are highly vulnerable to or have recently been or are being abused, neglected or exploited by another or meet the criteria for self-neglect, may be eligible to receive protective services from APS, however APS does not have the authority to take custody of any adult for any reason.

The mission of the DACL is to advocate, pl implement, and monitor programs in health, education and social services which promote longevity, independence, dignity, and choice for the District's older residents (age 60 plus), people with disabilities (age 18 to 59) and their caregivers. DACL was created by District of Columbia Act on the Aging, effective October 29, 1975 (D.C. Law 1-24) as the District's State and Area Agency on Aging and structured to carry out advocacy, leadership, management, programmatic, and fiscal responsibilities. DACL oversees the operation of the Aging and Disability Resource Center (ADRC) that provides a single, coordinated system of information and access for individuals seeking long-term services and supports. Additionally, DACL funds a Senior Service Network {etwork¹}, of community-based non-profit and private organizations that provide direct services to the District's older residents. These services are crucial to the Network and support a

broad range of legal, nutrition, social, and health services - including adult day care caregiver support services, hospital discharge planning, long-term care options counseling & nursing home transition services, and other additional support services.

In Fiscal Year (FY) 2020, APS will permanently transfer to DACL from OHS pursuant to Title V., Subtitle D. of the Fiscal Year 2020 Budget Support Act of 2019, D.C. Act 23-0092, enacted July 22, 2019 and will maintain its core mission of investigating allegations of abuse, neglect, and exploitation of adults. This change is expected to create more streamlined and effective access to services and supports for older residents and vulnerable adults while allowing DACL to better identify trends around exploitation, abuse, and neglect.

The purpose of this MOU is to transfer a total of one million eight hundred eighty-six thousand two hundred ninety-one dollars and two cents (\$1,886,291.02) from DHS to DACL to fund the activities of the APS program in FY 2020. The source of funds is the Social Services Block Grant (SSBO) (Title XX of the Social Security Act of 1975 as amended). The APS program will become a permanent part of the portfolio of services offered by DACL.

Of the one million eight hundred eighty-six thousand two hundred ninety-one dollars and two cents (\$1,886,291.02), one million five hundred forty-three thousand eight hundred thirty-nine dollars and forty-two cents (\$1,543,839.42) shall be utilized to fund salaries, increases, and benefits for thirteen (13) APS positions. The remaining three hundred forty-two thousand four hundred fifty-one dollars and sixty cents (\$342,451.60) shall be utilized to fund services for APS clients.

DI. 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 DACL

DACL shall:

- 1. Be responsible for the administration of the APS program, including the delivery of services associated with that program. While APS does not provide direct care services, the program makes referrals to address clients' needs for services including, but not limited to, the following: counseling, case management, placement into alternative living environments, house cleaning services, referral to medical and psychological services, and legal and advocacy services.**
- 2. Within available resources and capacity constraints, ensure adequate availability and delivery of high quality and effective services as noted in Item 1 above throughout the District to clients eligible for APS assistance. District residents may qualify for APS assistance under the following conditions:**
 - a. 18 years of age or older.**
 - b. Allegedly abused, neglected, exploited, or self-neglecting.**

- c. The abuse, neglect, exploitation or self-neglect is likely to continue.
 - d. The person is highly vulnerable because of a physical, mental, or intellectual disability.
3. Use the funds provided by OHS under Section VI.A of this MOU to fund APS activities and services as noted in Item A.1 and as consistent with the provisions of the APS Statute.
- If the actual proportionate funds required are less than anticipated, DACL shall grant a refund to OHS.

8. RESPONSIBILITIES OF DHS

DBS shall:

1. No later than thirty (30) days after the execution of this MOU, transfer one million eight hundred eighty-six thousand two hundred ninety-one dollars and two cents (\$1,886,291.02) from DHS to DACL to fund the activities of the APS program in FY 2020.
2. Assist OACL in ensuring a seamless transition of the APS program from OHS to DACL so that services are provided to all eligible APS clients without interruption and without endangering vulnerable APS clients.
3. Provide reports and data as requested and in the form agreed upon by DACL and DHS to ensure a seamless transition and high customer service standards.
4. DHS/FSA shall provide office space and other services on the 4th floor at its location at 64 New York Avenue, N.E. for the APS program after the transition for an unspecified period of time, but it is understood that the program will relocate to a location controlled by DACL at the earliest opportunity.

IV. DURATION OF MOU

The period of this MOU shall be from October 1, 2019 through September 30, 2020, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) and any other applicable District and federal laws and regulations.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- I. Total costs under this MOU shall not exceed one million eight hundred eighty-six thousand two hundred ninety-one dollars and two cents (\$1,886,291.02) for Fiscal

Year (FY) 2020. Funding shall not exceed the actual costs as shown in Attachment A hereto attached and incorporated by reference. Costs are composed of Personnel Services (PS) (\$1,543,839.42) and Non-Personnel Services (NPS) (\$342,451.60).

- 2. The estimated total cost of this MOU is based on the costs as outlined in Attachment A.**
- 3. In the event of termination of the MOU, payment to DACL shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30, 2020.**

B. PAYMENT

- 1. Payment for all of the goods and services shall be made through an Intra-District advance by OHS to OACL based on the total amount of this MOU.**
- 2. Payments to DACL shall not exceed the amount of this MOU which is one million eight hundred eighty-six thousand two hundred ninety-one dollars and two cents (\$1,886,291.02).**
- 3. DACL will return any unexpended portion of this MOU to OHS by September 30, 2020.**
- 4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems within the Office of the Chief Financial Officer.**
- 5. Any expenditure disallowed by an audit or other DHS or Federal review shall be subject to repayment by DACL.**

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 availability of funds and the provisions of (i) the federal Anti-Deficiency Act, effective September 13, 1982 (Pub. L. No. 97-258, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and specific sections in Subchapter II, Section 15 of Title 31 of the U.S. Code) and (ii) the District of Columbia Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285, D.C. Official Code §§ 1-204.46, 47-105, 47-355.01-355.08) as amended, 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 funds, the seller agency shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

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

IX. CONFIDENTIAL INFORMATION

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

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

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

**For DRS:
George Shepard, Policy Analyst
Family Services Administration
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
Phone: (202) 299-2152
Email: george.shepard@dc.gov**

**For DACL:
Laura Newland, Director
Department of Aging and Community Living
500 K Street, N.E.
Washington, DC 20002
Phone (202) 724-5626
Email: laura.newland@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:

FOR THE DEPARTMENT OF HUMAN SERVICES:



Director

Date: SEP 18 2009

FOR THE DEPARTMENT OF AGING AND COMMUNITY LIVING:



Laura Newland
Director

Date: 11/13/09

ATTACHMENT A

ADULT PROTECTIVE SERVICES (AP) - 10E

POSITION JUMP #	TITLE	PY20 GRADE	SALARY REASES	FRINGE BENEFITS	TOTAL
000004	Supervisor Assistant	11	\$7,381	\$19,925.87	\$27,306.87
00002070	Social Worker	12/10	\$105,333.98	\$26,649.50	\$131,983.48
0000552S	Social Worker	11/0	\$101,166.111	\$25,595.72	\$126,761.83
00001134	Social Worker	11/10	\$92,196.33.1	\$23,325.67	\$115,522.00
00008389	Supervisor Social Worker Adult Protective Services	13/0	\$98,843.9011	\$25,007.51	\$123,851.41
00013391	Pro III M&N IE Supervisory Social Worker (Unit	14/0	\$127,469.18	\$32,249.70	\$159,718.88
00013840	Pro III M&N IE Supervisory Social Worker (Unit	13/0	\$111,487.37	\$28,459.30	\$140,946.67
00016024	Social Worker	12/8	\$100,222.09	\$25,356.19	\$125,578.28
00021750	Social Worker	12/4	\$90,103.11	\$21,846.74	\$111,949.85
00021257	Social Worker	12/4	\$90,103.11	\$21,846.74	\$111,949.85

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

PART I
GENERAL

MOU NUMBER: _____ EFF DATE OF MOU: 10/1/2019

SELLER INFORMATION

AGENCY: Office on Aging AGENCY CODE: BY0

NAME OF CONTACT: Paul Blake, AF0

ADDRESS : 441 4th Street, NW Suite 890 North
Washington, DC 20001

TELEPHONE # : 202-727-9833

FAX # : 202-671-1603

AUTHORIZING OFFICER Paul K. Blake DATE: 9/25/19

BUYER INFORMATION

AGENCY: Department of Human Services AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, AF0

ADDRESS : 64 New York Avenue 4th Floor
Washington, DC 20002

TELEPHONE # : 202-671-4240

FAX # : 202-617-4201

for AUTHORIZING OFFICER Dionne Rutherford-Felix DATE: 11/19/19

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____

TOTAL: \$ 107,451.60

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	BY0	20	0700	1010D	01010	4800	4800		BYJA2020		
BUYER	JA0	20	8200	SSAS0	FAP10	501	501				

GOOD/ SERVICE: _____

TOTAL: \$ 235,000.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER	BY0	20	0700	1010D	01010	4800	4800		BYJA2020	BYJA2020	
BUYER	JA0	20	8200	SSAS0	FAP10	501	501				

GOOD/ SERVICE: _____

TOTAL: \$ 1,000,000.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER	BY0	20	0700	1010D	01010	4800	4800		BYJA2020	BYJA2020	
BUYER	JA0	20	8200	SSAS0	FAP10	0111	0111				

GOOD/ SERVICE: _____

TOTAL: \$ 232,114.45

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER	BY0	20	0700	1010D	01010	4800	4800		BYJA2020	BYJA2020	
BUYER	JA0	20	8200	SSAS0	FAP10	0125	0125				

GOOD/ SERVICE: _____

TOTAL: \$ 311,724.97

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER	BY0	20	0700	1010D	01010	4800	4800		BYJA2020	BYJA2020	
BUYER	JA0	20	8200	SSAS0	FAP10	0147	0147				

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____



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

PART I

MOU NUMBER: _____

Services: Short Term Housing

AMOUNT: 2,620,764.10

SELLER INFORMATION

AGENCY: Department of General Services

AGENCY CODE: AM0

NAME OF CONTACT: Henry Wong

ADDRESS : 2000 14th Street NW
Washington DC 20009

TELEPHONE : 202-724-5570

FAX # :

AUTHORIZING OFFICER

 for HW

12/5/19

BUYER INFORMATION

AGENCY: Department of Human Services

AGENCY CODE: JA0


NAME OF CONTACT: Hayden Bernard

ADDRESS : 64 New York Avenue, NE
Washington DC 20002

TELEPHONE # :

FAX # :

AUTHORIZING OFFICER


Hayden A. Bernard

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

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: SHORT TERM FAMILY HOUSING

TOTAL: \$ 2,620,764.10

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER	AM0	20	1359	K19JA	30002	4600	4600		K319JA/02		
BUYER	JA0	20	0100	ASTFH	HHC55	0501	0501				

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

MODIFICATION NUMBER ONE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
FOR
FISCAL YEAR 2020

The Memorandum of Understanding (MOU) executed December 21, 2018 was entered into between the District of Columbia (District) Department of Human Services (DHS) Family Services Administration (FSA) and the Department of General Services (DGS) Facility Management Division (FMD), collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU for Fiscal Year (FY) 2020 as follows:

I. Section III. SCOPE OF SERVICES, Paragraph A. RESPONSIBILITIES OF DHS, Sub-paragraph 1. is hereby deleted and replaced with the following:

"DHS shall:

1. Pay DGS/FMD an advance of two million six hundred twenty thousand seven hundred sixty-four dollars and ten cents (**\$2,620,764.10**), for the estimated prorated cost of contracted consolidated maintenance services at the following STFH sites, with services estimated to begin on the dates listed below:
 - i. Ward 4 – 5505 5th Street, N.W., Washington, DC – October 1, 2019
 - ii. Ward 7 – 5004 D Street, S.E., Washington, DC – October 1, 2019
 - iii. Ward 8 – 4233 6th Street, S.E., Washington, DC – October 1, 2019
 - iv. Ward 8 – 4300 12th Street, S.E., Washington DC – October 1, 2019
 - v. Ward 5 – 1700 Rhode Island Avenue, N.E., Washington, DC – October 1, 2019
 - vi. Ward 6 – 850 Delaware Avenue, S.W., Washington, DC – February 1, 2020
 - vii. Ward 3 – 3320 Idaho Avenue, N.W., Washington, DC – February 1, 2020"

II. Section IV. DURATION OF MOU, Sub-section A. is hereby deleted and replaced with the following:

"A. The period of this MOU shall be from October 1, 2019 through September 30, 2020, unless terminated in writing by the Parties prior to the expiration."

III. Section VI. FUNDING PROVISIONS is hereby deleted and replaced with the following:

“VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed three million two hundred seventy-four thousand four hundred ninety-four dollars and ten cents (\$3,274,494.10) for FY20. Funding for the services shall not exceed the actual cost of the contracted CMC services and shall be reconciled on a quarterly basis once site opening dates are available and CMC estimates can be established provided all costs and expenditures shall not exceed three million two hundred seventy-four thousand four hundred ninety-four dollars and ten cents (\$3,274,494.10) for FY20.
2. The estimated cost of this MOU is based on a prorated cost of estimated annual services for the term of this MOU as listed in the chart showing the cost breakdown below.
3. In the event of termination of the MOU or termination of the contract, payment to DGS/FMD shall be held in abeyance until all required fiscal reconciliation is completed.
4. The cost breakdown for the agreed upon consolidated maintenance services are as follows:

Operational Service	Estimated Annual Cost	Pro-rated FY20 Cost
Consolidated Maintenance Services (10/1/19 – 9/30/20) Ward 4	\$357,265.72	\$357,265.72
Consolidated Maintenance Services (10/1/19 – 9/30/20) Ward 7	\$462,435.89	\$462,435.89
Consolidated Maintenance Services (10/16/19 – 9/30/20) Ward 8	\$428,126.27	\$428,126.27
Consolidated Maintenance Services 12 th Street, S.E. (10/1/19 – 9/30/20) Ward 8	\$380,000.00	\$380,000.00
Consolidated Maintenance Services (2/1/20 – 9/30/20) Ward 6	\$379,476.00	\$221,361.00
Consolidated Maintenance Services (10/1/19 – 9/30/20) Ward 5	\$362,714.22	\$362,714.22
Consolidated Maintenance Services (2/1/20 – 9/30/20) Ward 3	\$379,476.00	\$221,361.00
Reimbursement Fund for costs not included in CMC	\$525,000.00	*\$262,500.00
Total Estimated Cost	\$3,274,494.10	\$2,883,264.10

**Represents amount of initial advance*

B. Payment


1. DHS shall make payment for all the goods and services through an Intra-District advance to DGS/FMD based on the total amount of this MOU. Payment for all goods and services shall not exceed the actual cost of goods and services.

2. Advances to DGS/FMD for the services to be performed/goods to be provided shall be two million six hundred twenty thousand seven hundred sixty-four dollars and ten cents (\$2,620,764.10), which includes the full cost for the initial sites opening in Wards 4, 5, 6, 7, 8, and an estimated cost for the Ward 3 site and a portion equal to fifty percent (\$262,500.00) of the reimbursement fund.
3. The Parties' Directors or 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 within the Office of the Chief Financial Officer.
4. DGS/FMD shall be responsible for any amounts ultimately disallowed by an audit.
5. DHS shall make an advance payment for CMC by November 15, 2019. On a quarterly basis, the total cost of the MOU will be reconciled to the estimated FY20 cost of the CMC. At the beginning of each quarter, DHS and DGS shall review the timing and projected CMC service costs for the new sites to be opened as well as the spend down of the reimbursement fund. Any additional funds required for new sites and/or reimbursement fund shall be determined and DHS will make an additional payment to DGS for that amount in accordance with Section XIII of this MOU."

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

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

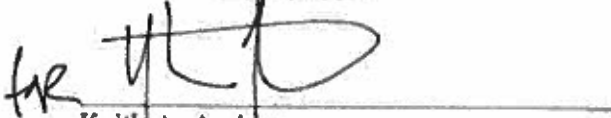
FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

Date: NOV 26 2019

FOR THE DEPARTMENT OF GENERAL SERVICES:



Keith A. Anderson
Director

Date: 12/6/19

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

PART I

GENERAL

MOU NUMBER: DMS-0182002

DATE OF MOU: 10/1/2019

SELLER INFORMATION

AGENCY: Office of the Deputy Mayor for Health and Human Services

AGENCY CODE: HG0

NAME OF CONTACT: Joyce Jeter, Agency Fiscal Officer

ADDRESS : 64 New York Ave, NE, 2nd Floor
Washington, DC 20002

TELEPHONE # : 202.671.3211

FAX # : 202.671.2981

AUTHORIZING OFFICER

Anthony Jeter for Joyce Jeter
DATE: 12, 24, 2019

BUYER INFORMATION

AGENCY: The Department of Human Services

AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Ave, NE, 4th Floor
Washington, DC 20002

TELEPHONE # : 202-671-4240

FAX # : 202-671-4201

AUTHORIZING OFFICER

Dionne Rutherford-Felix
DATE: 12131119

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

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: To support the hire of two Homeless Encampment Outreach Navigators to support outreach services

TOTAL: \$ 179,834.72

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	
SELLER	HG0	20	702	20702	2010I	4800	4600		OSFHDR-20		
BUYER	JA0	20	0100	AHDCP	HHC85	0011	0111			121,007.81	
BUYER	JA0	20	0100	AHDCP	HHC85	0014	0147			40,983.91	
BUYER	JA0	20	0100	A80SG	HHC77	0041	0409			17,843.00	

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___

TOTAL: _____

**MODIFICATION NUMBER ONE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
OFFICE OF THE DEPUTY MAYOR FOR HEALTH AND HUMAN SERVICES
AND
THE DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2020**

The Memorandum of Understanding (MOU) executed January 7, 2019 was entered into between the District of Columbia (District) Department of Human Services, the buyer agency (DHS), and the Office of the Deputy Mayor for Health and Human Services, the seller agency (DMHHS), collectively referred to herein as the "Parties."

The Parties now desire to renew the MOU and modify the MOU as follows:

I. Section III. SCOPE OF SERVICES, Paragraph B.1. is hereby deleted and replaced with the following:

"DHS shall:

- 1. Transfer one hundred seventy-nine thousand eight hundred thirty-four dollars and seventy-two cents (\$179,834.72) to DMHHS to cover the costs of the two (2) Homeless Encampment Outreach Navigators within thirty (30) days of the execution of this modification."**

II. Section IV. DURATION OF MOU, Sub-section A. PERIOD is hereby deleted and replaced with the following:

"The period of the MOU shall be from October 1, 2019 through September 30, 2020 unless terminated in writing by the Parties pursuant to Section X. of this MOU."

III. Section VI. FUNDING PROVISIONS, Sub-section A.1. is hereby deleted and replaced with the following:

- "A.1. Total cost for the services under this MOU shall not exceed one hundred seventy-nine thousand eight hundred thirty-four dollars and seventy-two cents (\$179,834.72) for Fiscal Year (FY) 2020 as shown in Attachment A hereto provided and incorporated by reference."**

IV. Section VI. FUNDING PROVISIONS, Sub-sections B.1. and B.2. are hereby deleted and replaced with the following:

"B.1. Payment for all goods and services shall be made through an Intra-District advance by DHS to DMHHS based on the total amount of this modification of one hundred seventy-nine thousand eight hundred thirty-four dollars and seventy-two cents (\$179,834.72) for FY 2020.


B.2. The advance to DMHHS for the services to be performed shall not exceed the amount of this MOU of one hundred seventy-nine thousand eight hundred thirty-four dollars and seventy-two cents (\$179,834.72)."

V. Attachment A: is modified to reflect FY 2020 costs and incorporated by reference to this modification.

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

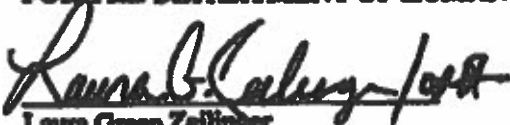
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**FOR THE OFFICE OF THE DEPUTY MAYOR
FOR HEALTH AND HUMAN SERVICES:**


Wayne Turpage
Deputy Mayor

Date: Dec 23, 2019

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zellinger
Director

Date: OCT 29 2019

ATTACHMENT A

Costs for Services under Modification Number One

Full-Time Homeless Encampment Outreach Navigator

**Personnel Services (PS): Grade 11 (CS-11), Step 4, Non-union, District of Columbia
Government Salary Schedule: Career Service (General), FY20**

Salary: \$67,452.00

Fringe (25.3%): \$17,065.36

Total per Navigator #1 \$84,517.36

Number of Navigators: #2 \$77,474.36 (Prorated to 11 months)

Total PS on Modification Number One: \$161,991.72

Non-Personnel Support (NPS):

Fleet Share \$ 5,500 total

Supplies \$10,591.48

Cellphones & IPADs \$ 1,751.52

Total of the Modification: \$179,834.72

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

PART I
GENERAL

MOU NUMBER: _____

DATE OF MOU: 10/01/2019

SELLER INFORMATION

AGENCY: Executive Office of the Mayor (Serve DC) AGENCY CODE: AA0

NAME OF CONTACT: James Hurley, Agency Fiscal Officer

ADDRESS : 441 4th Street, N.W., Suite 890 North
Washington, DC 20001

TELEPHONE # : 202-727-3605

FAX # : _____

AUTHORIZING OFFICER

James M. Hurley

DATE: 12 / 2 / 19

BUYER INFORMATION

AGENCY: Department of Human Services AGENCY CODE: JA0

NAME OF CONTACT: Hayden Bernard, Agency Fiscal Officer

ADDRESS : 64 New York Avenue, N.E.
Washington, DC 20001

TELEPHONE # : 202-671-4200

FAX # : _____

AUTHORIZING OFFICER

Dionne Rutherford-Felix

DATE: 1 / 2 / 04 / 19

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

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: Provide services to Homeless LGBTQ Youth

TOTAL: \$ 156,000.00

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER	AA0	20	0700	LG8JA	50060	4600	4600		LG18JA/01		
BUYER	JA0	20	0100	APRVY	FPRVY	0501	0501				

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

TOTAL: _____

	AGY	YR	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

L

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE OF COMMUNITY AFFAIRS
OFFICE OF LESBIAN, GAY, BISEXUAL, TRANSGENDER
AND QUESTIONING AFFAIRS
FOR
FISCAL YEAR 2020**

This Memorandum of Understanding (MOU) dated December 11, 2018, was entered into between the District of Columbia (District) Department of Human Services (DHS), Family Services Administration (FSA), the buyer agency, and the Mayor's Office of Community Affairs (MOCA), Office of Lesbian, Gay, Bisexual, Transgender and Questioning Affairs (MOLGBTQA), the seller agency, collectively referred to herein as the Parties.

The Parties now desire to renew the MOU as follows:

- I. **Section III. SCOPE OF SERVICE** is hereby modified to replace all references to "2019" with "2020".
- II. **Section IV. PERIOD OF PERFORMANCE** is hereby modified to replace all references to "2018" with "2019" and "2019" with "2020".
- III. **Section VIII. INTRA-DISTRICT FUNDING PROVISIONS** is hereby modified to replace all references to "2018" with "2019" and "2019" with "2020".
- IV. **Section XIV. EFFECTIVE DATE** is hereby modified to replace all references to "2018" with "2019", and "2019" with "2020".

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

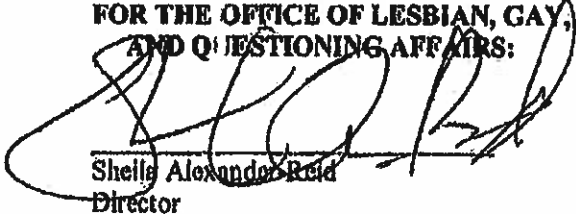
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year written below.

FOR THE DEPARTMENT OF HUMAN SERVICES:


Laura Green Zellinger
Director

OCT 29 2019
Date

**FOR THE OFFICE OF LESBIAN, GAY, BISEXUAL, TRANSGENDER
AND QUESTIONING AFFAIRS:**


Sheila Alexander Reid
Director

11/14/19
Date