

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of General 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 Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$36,770.03** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$36,770.03**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

- A. **Cost of Services**
 - 1. Total cost for services under this MOU shall not exceed **\$36,770.03** 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.
 - 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: 534					
DGS	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	449	449	449	
	Protection	0	0	0	
	Security	84			84
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.118					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
39	Appointees	62	52		9
	Recerts/Randoms	235	198	39	
	Total Projected	297	250	39	9
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
	Total Projected	x 297	x 250	x 39	x 9
	Total Cost	\$17,371.53	\$17,982.50	\$1,326.00	\$90.00
	Grand Total	\$36,770.03			

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.
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 Department of General Services' FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Department of General Services or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of General Services (the Buyer):

Brittney Wright, HR Specialist
Department of General Services
2000 14th Street NW 5th Floor Washington, DC 20009
(202)-741-8916

XIII. AMENDMENTS OR MODIFICATIONS

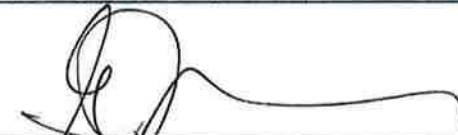
The terms and conditions of this MOU may be amended or modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

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 D.C. DEPARTMENT OF GENERAL SERVICES



Greer Johnson Gillis,
Director

10/17/2018
Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

10/24/18
Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
DEPARTMENT OF HUMAN RESOURCES
FOR FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between Department of Housing and Community Development (“DHCD” 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, DHCD 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. DHCD 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. DHCD 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 DHCD 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 DHCD'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 DHCD through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall notify DHCD 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 DHCD 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 DHCD 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 DHCD or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DHCD 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 HOUSING AND COMMUNITY DEVELOPMENT

Drew Hubbard
Chief Administrative Officer
Department of Housing and Community Development
1800 Martin Luther King Avenue, SE
Washington, DC 20020
202-442-7242

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

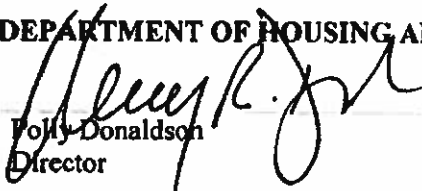
The Directors for DHCD and DCHR, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems, in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

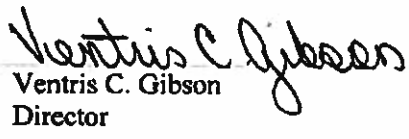
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT


Polly Donaldson
Director

11.5.18
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. Suite 890 N.
Washington, DC 20001

TELEPHONE #: 202-727-3605

FAX #: 202 727-0659

AUTHORIZING OFFICER _____ DATE: ___/___/___

BUYER INFORMATION


AGENCY: Department of Housing & Community Dev AGENCY CODE: DB0

NAME OF CONTACT: Kwame Bryant

ADDRESS: 1800 Martin Luther King Jr. Avenue
Washington, DC 20020

TELEPHONE #: _____

FAX #: _____

AUTHORIZING OFFICER  DATE: 12, 11, 18

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

123,688.28

SELLER	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BE0	19	0001	0700	DBC19	32000	4600	4600		DBCA19-01
Buyer	DB0	19	0100	0100	AGENF	01091	0111	0111		

GOOD/ SERVICE: _____

DATE: ___/___/___ TOTAL: 26,222.12

SELLER	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER	BE0	19	0001	0700	DBC19	32000	4600	4600		DBCA19-01
BUYER	DB0	19	0100	0100	AGENF	01091	0147	0147		

GOOD/ SERVICE: _____

DATE: ___/___/___ TOTAL: _____

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

GOOD/ SERVICE: _____

DATE: ___/___/___ TOTAL: _____

SELLER	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 HOUSING AND COMMUNITY DEVELOPMENT

AND

DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Buyer serves as the personnel authority for its staff and provides personnel and resource support. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF DCHR

DCHR shall provide DHCD the HR services listed below. For each service, DCHR shall provide data processing and customer service. For purposes of this MOU, "customer service" includes advising DHCD and its employees on matters related to a particular HR service. HR services include:

1. Benefits and retirement services;

2. Recruitment and staffing services;
3. Classification and compensation services;
4. Employee relations services;
5. Performance management services (ePerformance);
6. Policy advisement services; and
7. Learning and development services.

B. RESPONSIBILITIES OF DHCD

In support of the above services, DHCD shall:

1. Advance to DCHR fifty-nine thousand dollars and zero cents (\$59,000.00) for HR services;
2. Ensure that DCHR receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
3. Ensure that DHCD employees are actively enrolled in Employee Self Service;
4. Designate a DHCD employee to serve as a Human Resources Authority (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
5. Coordinate, in good faith and promptly, with DCHR before engaging in any corrective or adverse action procedure involving a DHCD employee, non-union dispute resolution or mediation, or non-union grievance process;
6. Ensure that all DHCD management are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA shall be responsible for DHCD level ePerformance training and administration once they have received initial training from DCHR;
7. DHCD agrees to be bound by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations, and all implementing DCHR policies, procedures, issuances and other guidance, unless specifically superseded by statute; and
8. DHCD agrees that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

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) one-year option period. DHCD shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial year 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 DHCD's letter 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 **fifty-nine thousand dollars and zero cents (\$59,000.00)**.

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 services under this MOU shall not exceed fifty-nine thousand dollars and zero cents (**\$59,000.00**) 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 a flat fee.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by DHCD to DCHR based on the total amount of this MOU.
2. DCHR shall receive the advance and bill DHCD only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall return any excess advance to DHCD within thirty (30) days of the end of the current fiscal year.

3. DHCD 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 fifty-nine thousand dollars and zero cents (\$59,000.00) 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) (2016 Repl.) and 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

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

IX. RECORDS AND REPORTS

DCHR 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 request of DHCD or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DHCD or the relevant District of Columbia government agency.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, 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 DHCD.

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 the termination 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. NOTICE

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

Kena Cofield Jones, Senior Advisor
Office of the Director, DCHR
1015 Half Street, SE, 8th Floor
Washington, DC 20003
(202) 442-9667

Drew Hubbard, Chief Administrative Officer
Department of Housing and Community Development
1800 Martin Luther King Ave, SE
Washington, DC 20020
(202) 442-7242

XIII. AMENDMENTS AND MODIFICATIONS

The terms and conditions of this MOU may be 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.

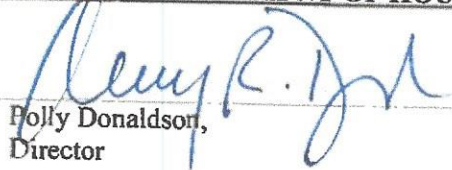
XV. PROCUREMENT PRACTICES REFORM ACT

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 the 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

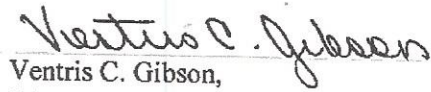
The Parties' Directors, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred, in writing, to the Office of Financial Operations and Systems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

FOR THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT


Polly Donaldson,
Director

10.25.2018
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson,
Director

10-9-18
Date

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ To provide HR Services

\$ 59,000.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BEO	19	0001	0700	DBBE9	27100	4600	4600		DBBE19 - 01
Buyer	DB0	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										

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: _____ 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 S.D.A. DATE: 11/08/18

BUYER INFORMATION

AGENCY: Department of Housing & Community Dev AGENCY CODE: DB0

NAME OF CONTACT: Kwame Bryant

ADDRESS : _____

TELEPHONE # : _____

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ___/___/___

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA

DEPARTMENT OF INSURANCE, SECURITIES AND BANKING

AND

DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to allow the Seller to provide the Buyer with executive coaching for Executive Service employees at DISB (collectively, the Executive) with the goal of enhancing the Executive's leadership or management performance and development. This coaching shall be accomplished through a process of inquiry, dialogue, and other tools; the coach serves as a partner to help the Executive examine and develop his/her decision-making, experiment with new ways of thinking and being, and to commit to action steps that help achieve the Executive's goals.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF DCHR

DCHR shall provide Executive Leadership Coaching. For purposes of this MOU, "coaching" includes advising and developing the Executive for DISB. DCHR shall provide the Executive with the following coaching services:

1. Tools to build the Executive's capabilities to achieve professional and organizational goals;
2. One-on-one coaching (in-person or via telephone) based on evidence/data from multiple perspectives;
3. Assist the Executive in identifying specific skills and behaviors that represent strengths and areas of development;
4. Assist the Executive in identifying professional development goals and partner with the Executive to achieve the agreed upon goals;
5. Support the Executive's self-observation, discovery, and change; and
6. Coach the Executive to examine what he/she is doing in light of his/her intentions.

B. RESPONSIBILITIES OF DISB

In support of the above services, DISB shall:

1. Advance to DCHR fifteen thousand dollars and zero cents (**\$15,000.00**) for the Executive Leadership Coaching services;

In support of the above services, the Executive shall:

2. Create meaningful professional goals and work towards them intentionally;
3. Be proactive and come prepared to one-on-one coaching sessions;
4. Complete the work-reflections, exercises, and practices (if applicable);
5. Be engaged in the coaching process and open to implementing skills, strategies, and tools for professional growth;
6. Be honest, open, and authentic with the coach;
7. Request feedback and insight from the coach;
8. Communicate with the coach about what is helpful and what is not;
9. Leverage their experiences;
10. Foster individual performance in the business context; and

11. Be open to applying the skills, strategies, and tools learned in the workplace.

IV. DURATION OF MOU

- A.** The period of this MOU shall be from the date of the last signature to this MOU 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. DISB shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial year 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 DISB's letter 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 fifteen thousand dollars and zero cents (**\$15,000.00**).

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 services under this MOU shall not exceed fifteen thousand dollars and zero cents (**\$15,000.00**) 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 a flat fee.

B. PAYMENT

- 1. Payment for the services shall be made through an Intra-District advance by DISB to DCHR based on the total amount of this MOU.
- 2. DCHR shall receive the advance and bill DISB only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall return any

excess advance to DISB within thirty (30) days of the end of the current fiscal year.

3. DISB 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 fifteen thousand dollars and zero cents (**\$15,000.00**) 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 DISB to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DCHR 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 request of DISB or another the District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DISB or the relevant District of Columbia government agency.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, 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 DISB.

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 the termination 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. NOTICE

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

Kena Cofield Jones, Senior Advisor

Office of the Director, DCHR
1015 Half Street, SE, 8th Floor
Washington DC 20003
(202) 442-9667

Stephen C. Taylor, Commissioner

Department of Insurance, Securities and Banking
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20002
(202) 727-8000

XIII. AMENDMENTS AND MODIFICATIONS

The terms and conditions of this MOU may be 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 the 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

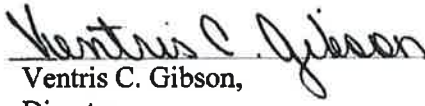
The Parties' Directors for the respective agencies, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations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

FOR THE DEPARTMENT OF INSURANCE, SECURITIES AND BANKING


Stephen C. Taylor,
Commissioner

December 11, 2018
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson,
Director

11-15-18
Date



D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between the D.C. Department of Insurance, Securities
and Banking, and the D.C. Department of Human
Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$3,363.93** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$3,363.93**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$3,363.93** 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.
- 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: 112					
DISB	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	0	0	0	
	Protection	0	0	0	
	Security	112			112
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.03					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	3	0		3
	Recerts/Randoms	54	0	0	
	Total Projected	57	0	0	3
Projected Cost of Services					
	Type of Cost	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Service Cost	Unit Cost	\$30.00	\$44.5	\$34.00	\$10.00
	Personnel Cost	\$28.49	\$27.43	\$0.00	\$0.00
	Subtotal	\$58.49	\$71.93	\$34.00	\$10.00
	Total Projected	x 57	x 0	x 0	x 3
	Total Cost	\$3,333.93	\$0.00	\$0.00	\$30.00
	Grand Total	\$3,363.93			

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.
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 Department of Insurance, Securities and Banking's FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Insurance, Securities and Banking or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of Insurance, Securities and Banking (the Buyer):

Katrice Purdie, Chief of Policy and Administration
Department of Insurance, Securities and Banking
1050 First Street NE, Suite 801
202-442-7773

XIII. AMENDMENTS OR MODIFICATIONS

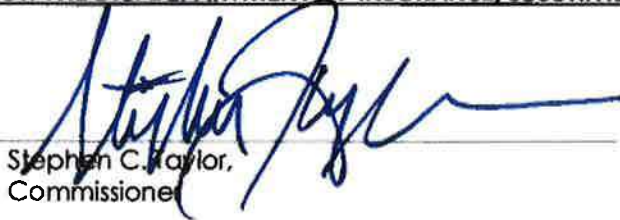
The terms and conditions of this MOU may be amended or modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

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.

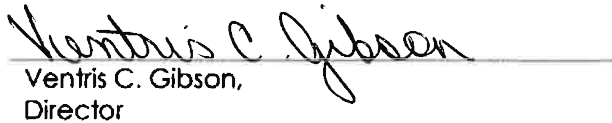
The Parties hereto have executed this MOU as follows:

FOR THE D.C. DEPARTMENT OF INSURANCE, SECURITIES AND BANKING


Stephen C. Taylor,
Commissioner

November 9, 2014
Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson,
Director

11-13-18
Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND
ECONOMIC DEVELOPMENT
AND
DEPARTMENT OF HUMAN RESOURCES
FOR FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between Office of the Deputy Mayor for Planning and Economic Development (“DMPED” 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 one (1) 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 one (1) Fellow 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, DMPED shall:

1. Provide the funding outlined in this MOU to support one (1) Fellow 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. DMPED 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. DMPED shall pay the total cost for the goods and services of the CCFP Fellow provided by DCHR, which includes salary and fringe benefits. The total cost for the goods and services under this MOU shall not exceed Seventy-Four Thousand

Nine Hundred Fifty-Five Dollars and Seventy Cents (\$74,955.70) from October 1, 2018 through September 30, 2019.

2. Salary: \$61,844.64 x one (1) Fellow = \$61,844.64
3. Fringe Benefits: \$13,111.06 x one (1) Fellow = \$13,111.06
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 Seventy-Four Thousand Nine Hundred Fifty-Five Dollars and Seventy Cents (\$74,955.70).

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by DMPED 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 DMPED'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 (\$74,955.70).
4. DCHR shall receive the advance and bill DMPED through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall notify DMPED 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 DMPED 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 DMPED 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 DMPED or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DMPED 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:

OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT

Andrew Trueblood
Chief of Staff
John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20004
202-724-7906

Department of Human Resources

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

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 DMPED 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 DMPED.

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

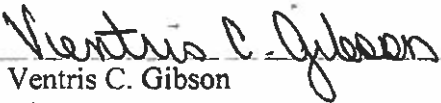
OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT



Brian Kenner
Director

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: BEO

NAME OF CONTACT: James Hurley - Agency Fiscal Officer

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0669

AUTHORIZING OFFICER *for info, L.A.* DATE: 10/30/18

BUYER INFORMATION

AGENCY: Dep. Mayor for Planning & Economic Dev. AGENCY CODE: EB0

NAME OF CONTACT: Curtis Lewis - AF0

ADDRESS : 1015 Half Street, SE Suite 675
Washington, DC 20003

TELEPHONE # : 202 - 724 - 7206

FAX # : _____

AUTHORIZING OFFICER Ana Reyes DATE: 11/16/18

Ana Reyes, Financial Manager/for CL

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

\$74,955.70

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BEO	19	0001	0700	EBC19	32000	4600	4600		EBCA19 - 01
Buyer	EB0	19	0100	1000	1000L	AMP01		0408		

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										

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

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

The logo for the D.C. Department of Human Resources (dchr) is located in the top left corner. It consists of the lowercase letters 'dchr' in a bold, sans-serif font, positioned within a white triangular shape that points downwards. The background of the top of the page is black.

D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Motor Vehicles, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$4,426.61** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$4,426.61**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$4,426.61** 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.
- 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: 248					
DMV	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	40	40	40	
	Protection	0	0	0	
	Security	55			55
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.052					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	4	2		2
	Recerts/Randoms	45	18	3	
	Total Projected	49	20	3	2
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
	Total Projected	x 49	x 20	x 3	x 2
	Total Cost	\$2,866.01	\$1,438.60	\$102.00	\$20.00
	Grand Total		\$4,426.61		

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.
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 Department of Motor Vehicles' FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Department of Motor Vehicles or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of Motor Vehicles (the Buyer):

Odessa Nance
Department of Motor Vehicles
95 M Street, SW Suite 206
202-729-7076

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 MOTOR VEHICLES


Lucinda M. Babers,
Director

10/1/18
Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson,
Director

10/9/18
Date

The logo for the D.C. Department of Human Resources (dchr) is located in the top left corner. It features a red triangle pointing to the right, with the lowercase letters "dchr" in a blue, sans-serif font to its right. The background of the top half of the page is a dark grey gradient with a diagonal line separating the red triangle from the rest of the area.

D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between the D.C. Department of Energy and
Environment, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller \$2,167.15 for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$2,167.15**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$2,167.15** 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.
- 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: 59					
DOEE	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	0	0	0	
	Protection	0	0	0	
	Security	35			35
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.213					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
0	Appointees	12	0		12
	Recerts/Randoms	23	0	0	
	Total Projected	35	0	0	12
Projected Cost of Services					
	Type of Cost	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
\$2,167.15	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
	Total Projected	x 35	x 0	x 0	x 12
	Total Cost	\$2,047.15	\$0.00	\$0.00	\$120.00
	Grand Total	\$2,167.15			

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.
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 Department of Energy and Environment's FRP submission to the Office of Budget and Planning.
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.
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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Energy and Environment or another District of Columbia 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 of Columbia.

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 Energy and Environment (the Buyer):

Talisha Pitt, Associate Director
Department of Energy and Environment
1200 First Street NE, Washington, DC 20002
(202) 535-2600

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 D.C. DEPARTMENT OF ENERGY AND ENVIRONMENT

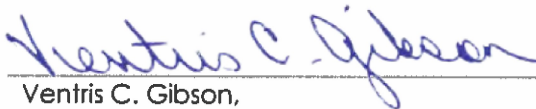


Tommy Wells,
Director



Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

October 25, 2018

Date

The logo for the D.C. 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 of the page is a dark blue triangle pointing to the left, meeting the red triangle at the top edge.

dchr

D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between the D.C. Department of Employment
Services, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of Employment Services (Buyer) and the District of Columbia Department of Human Resources (Seller), referred to individually as "Party" and collectively as "Parties".

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller \$111,481.72 for the services indicated in the chart in Section VI(A).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

- A. **Cost of Services**
 - 1. Total cost for services under this MOU shall not exceed \$111,481.72 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, or the actual services costs, whichever is less.
 - 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.

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.
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 Department of Employment Services’ FRP submission to the Office of Budget and Planning.
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.
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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Employment Services or another District of Columbia 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 of Columbia.

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 Seller:

Justin Zimmerman, Esq., Associate Director
Policy and Compliance Administration
1015 Half Street SE, Washington, DC 20003
(202) 727-1568

For Buyer:

Taneshia Rawlings, Management Liaison Specialist
Department of Employment Services
4058 Minnesota Avenue, NE, Washington, DC 20019
(202) 724-7000

XIII. AMENDMENTS OR MODIFICATIONS

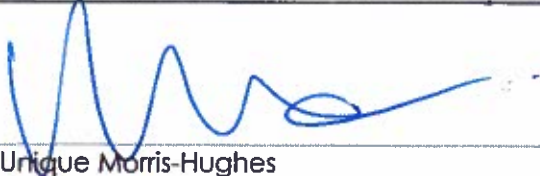
The terms and conditions of this MOU may be amended or modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

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 D.C. DEPARTMENT OF EMPLOYMENT SERVICES



Dr. Unique Morris-Hughes
Acting Director



Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson
Director

October 31, 2018

Date

Attachment A

COST OF SERVICES					
Agency Population: 373					
DOES	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	7	7	7	
	Protection	47	47	47	
	Security	319			319
	Volunteers	1200			
	Summer Hires	200	200	200	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.238					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	1488	212		75
	Recerts/Randoms	142	2	0	
	Total Projected	1630	214	0	75
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
	Total Projected	x 1630	x 214	x 0	x 75
	Total Cost	\$95,338.70	\$15,393.02	\$0.00	\$750.00
	Grand Total		\$111,481.72		



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

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between Department of Health (“DOH” 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 one (1) 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 one (1) Fellow 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, DOH shall:

1. Provide the funding outlined in this MOU to support one (1) Fellow 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. DOH 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. DOH shall pay the total cost for the goods and services of the CCFP Fellow provided by DCHR, which includes salary and fringe benefits. The total cost for the goods and services under this MOU shall not exceed Seventy-Four Thousand Nine Hundred Fifty-Five Dollars and Seventy Cents (\$74,955.70) from October 1, 2018 through September 30, 2019.
2. Salary: \$61,844.64 x one (1) Fellow = \$61,844.64
3. Fringe Benefits: \$13,111.06 x one (1) Fellow = \$13,111.06

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 Seventy-Four Thousand Nine Hundred Fifty-Five Dollars and Seventy Cents (\$74,955.70).

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by DOH 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 DOH’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 (\$74,955.70).
4. DCHR shall receive the advance and bill DOH through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall notify DOH 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 DOH 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 DOH 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 DOH or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DOH 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 HEALTH

Emily Putzer
Healthy People Coordinator
899 North Capitol Street, NE
Washington, DC 20002
202-442-9295

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 DOH 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 DOH.

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

DEPARTMENT OF HEALTH

LaQuandra S. Nesbitt
Dr. LaQuandra S. Nesbitt
Director

1/18/19
Date

D.C. DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson
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. Suite 890 N.
Washington, DC 20001

TELEPHONE #: 202-727-3605

FAX #: 202 727-0659

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

BUYER INFORMATION

AGENCY: Department of Health AGENCY CODE: HC0

NAME OF CONTACT: Adreana Deane

ADDRESS: 899 North Capitol ST NE
Washington, DC 20002

TELEPHONE #: 202442-9222

FAX #: _____

AUTHORIZING OFFICER: [Signature] DATE: 01/22/19

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

74,955.70

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	BEO	19	0001	0700	HCC19	32000	4600	4800		HCCAP9-01
Buyer	HCO	19	8270	0605	R8210	82700	0400	0400		

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										

GOOD/ SERVICE: _____

DATE: ___/___/___

TOTAL: _____

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



D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Health, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$10,746.28** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$10,746.28**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$10,746.28** 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.
- 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: 336					
DOH	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	14	14	14	
	Protection	44	44	44	
	Security	278			278
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.033					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	11	1		9
	Recerts/Randoms	162	6	1	
	Total Projected	173	7	1	9
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
	Total Projected	x 173	x 7	x 1	x 9
	Total Cost	\$10,118.77	\$503.51	\$34.00	\$90.00
	Grand Total	\$10,746.28			

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.
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 Department of Health's FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Department of Health or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of Health (the Buyer):

Kathleen Ognibene
Department of Health
899 North Capitol Street, NE, Washington, DC 20002
202-442-9241

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 HEALTH

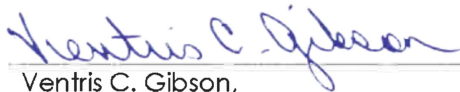


LaQuandra S. Nesbitt MD, MPH,
Director

10-4-2018

Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

November 5, 2018

Date



D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between D.C. Department of Parks and Recreation,
and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller \$172,698.86 for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 \$172,698.86.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

- A. Cost of Services**
 - 1.** Total cost for services under this MOU shall not exceed \$172,698.86 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.
 - 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: 390					
DPR	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	78	78	78	
	Protection	292	292	292	
	Security	20			20
	Volunteers	500			
	Summer Hires	775	775	775	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.799					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	1586	1070		15
	Recerts/Randoms	39	7	1	
	Total Projected	1625	1077	1	15
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
	Total Projected	x 1625	x 1077	x 1	x 15
	Total Cost	\$95,046.25	\$77,468.61	\$34.00	\$150.00
	Grand Total	\$172,698.86			

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.
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 Department of Parks and Recreation's FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Department of Parks and Recreation or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of Parks and Recreation (the Buyer):

Kwelli Sneed, Deputy Director, Administrative Services
Department of Parks and Recreation
1250 U St NW Fl 2, Washington, DC 20009
202-671-1825

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.

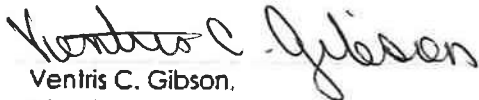
The Parties hereto have executed this MOU as follows:

FOR THE D.C. DEPARTMENT OF PARKS AND RECREATION


~~Keith A. Anderson~~ ~~Director~~ Delano Hunter
Interim Director

11-28-18
Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson,
Director

11-28-18
Date



D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between D.C. Department of Public Works, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$89,065.96** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$89,065.96**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$89,065.96** 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.
- 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: 1293					
DPW	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	1088	1088	1088	
	Protection	0	0	0	
	Security	204			204
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.114					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	147	124		23
	Recerts/Randoms	572	481	96	
	Total Projected	719	605	96	23
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
	Total Projected	X 719	x 605	x 96	x 23
	Total Cost	\$42,054.31	\$43,517.65	\$3,264.00	\$230.00
	Grand Total	\$89,065.96			

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.
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 Department of Public Works' FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Department of Public Works or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of Public Works (the Buyer):

Freddie Lebrun, Human Resources Manager
Department of Public Works
2000 14th St NW, Washington DC 20001
(202)-673-6758

XIII. AMENDMENTS OR MODIFICATIONS

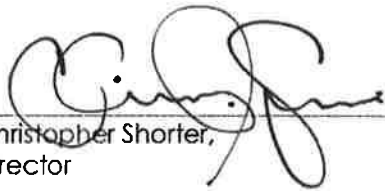
The terms and conditions of this MOU may be amended or modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

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 D.C. DEPARTMENT OF PUBLIC WORKS



Christopher Shorter,
Director

10/9/18

Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

10/22/18

Date

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

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between Department of Youth Rehabilitation Services ("DYRS" 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 three (3) 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 three (3) 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, DYRS shall:

1. Provide the funding outlined in this MOU to support three (3) 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. DYRS 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. DYRS 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 Two Hundred Twenty-Four Thousand, Eight Hundred Sixty-Seven Dollars and Ten Cents (\$224,867.10) from October 1, 2018 through September 30, 2019.
2. Salary: \$61,844.64 x three (3) Fellow(s) = \$185,533.92
3. Fringe Benefits: \$13,111.06 x three (3) Fellow(s) = \$39,333.18

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 Two Hundred Twenty-Four Thousand, Eight Hundred Sixty-Seven Dollars and Ten Cents (\$224,867.10).

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by DYRS 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 DYRS'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 (\$224,867.10).
4. DCHR shall receive the advance and bill DYRS through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall notify DYRS 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 DYRS 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 DYRS 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 DYRS or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DYRS 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 YOUTH AND REHABILITATION SERVICES

Ta-Tanisha Wallace
Deputy Director, Strategic Change and Quality Assurance
450 H Street NW
Washington, DC 20001
202-299-5037

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

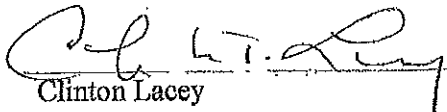
The Directors for DYRS and DCHR, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems, in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

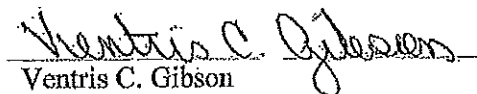
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF YOUTH AND REHABILITATION SERVICES


Clinton Lacey
Director

11/25/17
Date

D.C. DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson
Director

10-22-18
Date

dchr

D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Youth Rehabilitation
Services, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of Youth Rehabilitation 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 Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller \$90,194.54 for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 ("Fiscal Year 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 **\$90,194.54**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$90,194.54** 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.
- 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: 508						
DYRS	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks	Pre-Employment Exams
Number of Positions That Require Checks	Safety	321	321	321		240
	Protection	119	119	119		0
	Security	49			49	0
	Volunteers	0				
	Summer Hires	0	0	0		
Total Number of Positions Multiplied by Agency Turnover Rate: 0.096						
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks	Pre-Employment Exams
Projection	Appointees	46	42		4	240
	Recerts/Randoms	221	145	29		
	Total Projected	267	187	29	4	240
Projected Cost of Services						
	Type of Cost	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks	Pre-Employment Exams
Service Cost	Unit Cost	\$30.00	\$44.50	\$34.00	\$10.00	\$225.00
	Personnel Cost	\$28.49	\$27.43	\$0.00	\$0.00	\$25.42
	Subtotal	\$58.49	\$71.93	\$34.00	\$10.00	\$250.42
	Total Projected	x 267	x 187	x 29	x 4	x 240
	Total Cost	\$15,616.83	\$13,450.91	\$986.00	\$40.00	\$60,100.80
	Grand Total	\$90,194.54				

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.
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 Department of Youth Rehabilitation Services' FRP submission to the Office of Budget and Planning.
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.
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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Department of Youth Rehabilitation Services or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Department of Youth Rehabilitation Services (the Buyer):

Vernee Briscoe
Department of Youth Rehabilitation Services
450 H Street, NW, Washington, DC 20001
202-299-3175

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.

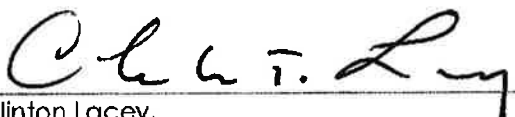
XIV. MISCELLANEOUS

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:

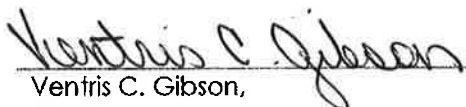
FOR THE DEPARTMENT OF YOUTH REHABILITATION SERVICES



Clinton Lacey,
Director

12/5/18
Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

12/10/18
Date



D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between D.C. Fire and Emergency Medical Services
Department, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. Title 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$57,856.61** for the services indicated in the chart in Section VI(A).
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 D.C. Mun. Regs. Title 6-

B, § 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 (“Fiscal Year 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 **\$57,856.61**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$57,856.61** 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.
- 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: 1981					
FEMS	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	1873	1873	1873	
	Protection	0	0	0	
	Security	33			33
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.039					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	74	0		1
	Recerts/Randoms	915	0	0	
	Total Projected	989	0	0	1
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
	Total Projected	x 989	x 0	x 0	x 1
	Total Cost	\$57,846.61	\$0.00	\$0.00	\$10.00
	Grand Total	\$57,856.61			

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.
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 Fire and Emergency Medical Services Department’s FRP submission to the Office of Budget and Planning.
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.
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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Fire and Emergency Medical Services Department or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Fire and Emergency Medical Services Department (the Buyer):

John Donnelly ~~David Foust~~, Assistant Fire Chief
Fire and Emergency Medical Services
2000 14th Street, NW, 5th Floor, Washington, DC 20009
(202) 673-3320

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 D.C. FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

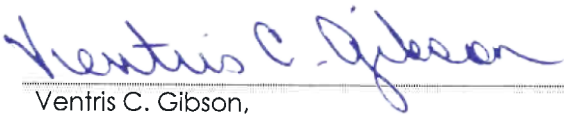


Gregory M. Dean,
Fire and E.M.S. Chief

10/12/18

Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

October 18 2018

Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: _____ DATE OF MOU: _____

SELLER INFORMATION

AGENCY: DC Department of Human Resources AGENCY CODE: BE0

NAME OF CONTACT: James Hurley, AFO

ADDRESS : 441 Fourth Street, NW, Suite 890 No.
Washington DC 20001

TELEPHONE # : (202) 727-2718

FAX # : _____

AUTHORIZING OFFICER _____
SIGNATURE

DATE: / /

BUYER INFORMATION

AGENCY: Fire and Emergency Medical Services AGENCY CODE: FB0

NAME OF CONTACT: Dan Proudfoot, Agency Fiscal Officer

ADDRESS : 2000 14th Street, NW. Suite 414
Washington DC 20009

TELEPHONE # : (202) 673-3343

FAX # : (202) 481-3772

AUTHORIZING OFFICER _____
SIGNATURE 

DATE: 10/04/18

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 1 OF 1

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DCHR will provide suitability services for appointees, employees, and volunteers who are subject to enhanced suitability screenings, in accordance with applicable District regulations.

DATE: ___/___/___

TOTAL: **\$57,856.61**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER	FB0	19	1000	0100	APPR0	22050	0408	0408		

GOOD/ SERVICE:

DATE: ___/___/___

TOTAL: _____

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

GOOD/ SERVICE:

DATE: ___/___/___

TOTAL: _____

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

GOOD/ SERVICE:

DATE: ___/___/___

TOTAL: _____

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DISTRICT OF COLUMBIA
DC HEALTH BENEFITS EXCHANGE AUTHORITY
AND
DEPARTMENT OF HUMAN RESOURCES
FOR FISCAL YEAR 2019**

I. INTRODUCTION

This Memorandum of Agreement ("MOU") is entered into between the District of Columbia Health Benefit Exchange Authority ("DCHBX" or "Buyer Agency") and the Department of Human Resources ("DCHR" or "Seller Agency"), collectively the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01 (k) (2016 Repl.) and D.C. Official Code § 31-3171.06.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

Pursuant to D.C. Official Code § 31-3171.04, DCHBX has independent personnel authority to hire, retain, and terminate personnel as appropriate to perform the functions of the authority consistent with Chapter 6 of Title 1 [D.C. Official Code § 1-601.01 *et seq.*]. Accordingly, DCHBX has requested that DCHR provide human resources services.

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

Pursuant to the provisions of the Comprehensive Merit Personnel Act and the District Personnel Manual, or alternative provisions enacted by DCHBX pursuant to its independent personnel authority and shared with DCHR, DCHR shall provide the following human resources support services to DCHBX:

1. Benefits and Retirement Services;
2. Access to the Human Resource Management Systems (“HRMS”) for the purpose of performing independent recruitment, staffing, performance planning and evaluation activities;
3. New Hire/Benefits Orientation;
4. Classification and Compensation Services;
5. Employee Relations Consultation;
6. Policy Consultation;
7. Workforce Development Services; and
8. Excepted Service Background Checks.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the above services, DCHBX shall:

1. Provide DCHR, or ensure its employees provide, all documentation reasonably necessary in a timely fashion for DCHR to carry out its responsibilities under this Agreement;
2. Ensure that its employees are actively enrolled in Employee Self-Service in PeopleSoft;
3. Designate individuals on DCHBX's staff to serve as a Human Resources Authority and Alternate Human Resources Authority (HRA and AHRA, respectively), who will coordinate with DCHR personnel to facilitate the agreed-upon services;
4. Coordinate, in good faith and promptly, with DCHR, before engaging in any corrective or adverse action procedure; non-union dispute resolution or mediation; or non-union grievance process; involving any of DCHBX employees;
5. Ensure that all DCHBX managers are properly trained in performance management concepts and PeopleSoft’s ePerformance application or other HRMS system utilized by DCHR. The HRA and AHRA shall be responsible for agency level ePerformance training and administration, once they have received initial training from DCHR; and

6. Conform to the Comprehensive Merit Personnel Act, as implemented by the District Personnel Manual (DPM) and E-DPM Instructions, or an alternative policy pursuant to its independent personnel authority.

V. DURATION OF THIS MOU

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.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed **\$100,250.00** for Fiscal Year 2019. Funding for goods and services shall not exceed the actual cost of the services provided. The costs of services shall be a fixed cost of **\$100,250.00** for the scope of services described herein.

B. PAYMENT

1. DCHBX shall make payments via Direct Voucher (exception 22 of the Financial Management and Control Order No. 07-004A) on invoiced amounts in accordance with the terms of this MOU. Upon approval that financial and programmatic reports satisfy the requirements of this section, payments shall be made to the DCHR within fifteen (15) days of the invoice date. The amount paid by the DCHBX shall not exceed the amount approved by this MOU.
2. Payments to DCHR for the services to be performed shall not exceed the amount of this MOU **\$100,250.00**.

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 (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 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. CONSISTENCY WITH LAW

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or subsequently enacted or promulgated. The Parties agree that the Comprehensive Merit Personnel Act, as implemented by the District Personnel Manual, or specific alternative provisions if enacted by DCHBX pursuant to its independent personnel authority and shared with DCHR, govern the provision of human resources support services provided under this agreement.

IX. COMPLIANCE AND MONITORING

DCHR will be subject to scheduled and unscheduled monitoring reviews by DCHBX 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. Upon the request of the federal government, DCHBX, or another District of Columbia government agency with legal authority to request review, DCHR shall make these documents available for inspection by duly authorized representatives of DCHBX and other officials as may be specified by the DCHBX or the relevant District of Columbia government agency in their sole discretion.

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, payment to DCHR shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

TROY HIGGINBOTHAM

HR Advisor

District of Columbia Health Benefit Exchange Authority

1225 I Street, NW 4th Floor

Washington, DC 20002

202-741-7645

LAVERNE HARVEY

Administrative Officer

District of Columbia Department of Human Resources

1015 Half Street, SE, 8th Floor

Washington DC 20003

202-442-9641

XIII. PROCUREMENT PRACTICES ACT

A. If goods or services of an agent or third party (e.g., contractor, consultant) are necessary under this Agreement:

1. DCHR 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;
2. DCHBX shall abide by the provisions of the District of Columbia Health Benefit Authority Contracting and Procurement Policies and Procedures adopted pursuant to the Health Benefit Exchange Authority Establishment Act of 2011, effective March 2, 2012 (D.C. Law 19-94; D.C. Official Code § 31-3171.01 *et seq.*) as amended by the Procurement Practices Reform Exemption Amendment Act of 2014, effective March 14, 2014 (D.C. Law 20-271; D.C. Official Code § 31-3171.04 and § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

XIV. RESOLUTION OF DISPUTES

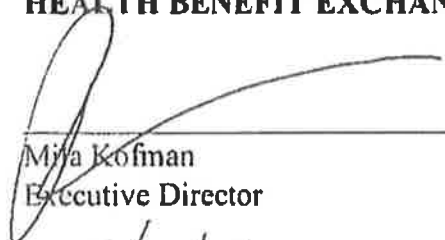
The Parties' Directors, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION

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

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

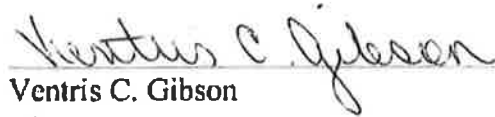
**DISTRICT OF COLUMBIA
HEALTH BENEFIT EXCHANGE AUTHORITY**



Mira Kofman
Executive Director
10/12/18

DATE

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN RESOURCES**



Ventris C. Gibson
Director
10-12-18

DATE



D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Homeland Security and Emergency
Management Agency, and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$2,439.60** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$2,439.60**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$2,439.60** 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.
- 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: 71					
HSEMA	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	0	0	0	
	Protection	0	0	0	
	Security	71			71
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.152					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	10	0		10
	Recerts/Randoms	30	0	0	
	Total Projected	40	0	0	10
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
	Total Projected	x 40	x 0	x 0	x 10
	Total Cost	\$2,339.60	\$0.00	\$0.00	\$100.00
	Grand Total		\$2,439.60		

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.
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 Homeland Security and Emergency Management Agency’s FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Homeland Security and Emergency Management Agency or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Homeland Security and Emergency Management Agency (the Buyer):

Andre Terry, Human Resources Advisor
Homeland Security and Emergency Management Agency
2720 Martin Luther King Jr Avenue SE, Washington, DC 20032
(202) 481-3014

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 D.C. HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY


Chris Rodriguez,
Director

Date 9/13/18

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson,
Director

Date 9-18-18

D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Mayor's Office of Talent and Appointments,
and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Mayor's Office of Talent and Appointments (the Buyer) and the District of Columbia Department of Human Resources (the Seller), collectively known as the Parties.

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, of the District of Columbia Municipal Regulations (D.C. Mun. Regs.).

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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(3) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with D.C. Mun. Regs. tit. 6-B, § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$5,927.49** for the services indicated in the chart in Section VI(A)(3).
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 D.C. Mun. Regs. tit. 6-B,

§ 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 (“Fiscal Year 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 **\$5,927.49**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$5,927.49** 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.
- 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: 39					
MOTA	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	0	0	0	
	Protection	0	0	0	
	Security	202			202
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.01					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	2	0		2
	Recerts/Randoms	99	0	0	
	Total Projected	101	0	0	2
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
	Total Projected	x 101	x 0	x 0	x 2
	Total Cost	\$5,907.49	\$0.00	\$0.00	\$20.00
	Grand Total	\$5,927.49			

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.
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 Mayor's Office of Talent and Appointments' FRP submission to the Office of Budget and Planning.
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.

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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Mayor's Office of Talent and Appointments or another District of Columbia 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 of Columbia.

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 St SE, Washington DC 20003
(202) 727-1568

For Mayor's Office of Talent and Appointments (the Buyer):

David Selman
Mayor's Office of Talent and Appointments
1350 Pennsylvania Avenue, NW, Washington, DC 20004
202-442-9736

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 MAYOR'S OFFICE OF TALENT AND APPOINTMENTS



Steve Walker,
Director

11/7/18

Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

11-20-18

Date





D.C. DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between D.C. Office of Attorney General and
the D.C. Department of Human Resources

Fiscal Year 2019

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller administers the suitability screening process, which assesses whether appointees, employees, and volunteers are suitable for District employment. The Seller will provide the Buyer with suitability-related services for its appointees, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the suitability screenings is to determine whether each specific appointee, employee, or volunteer is suitable for the relevant covered position, consistent with Title 6-B, Section 400 *et seq.*, 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. The Seller shall, at a minimum, provide the projected enhanced suitability screenings indicated in the chart in Section VI(A)(2) of this MOU.
2. The Seller shall ensure that suitability screenings 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.
3. For each appointee, employee, and volunteer who undergoes an enhanced suitability screening, the Seller shall make a suitability determination in accordance with 6-B DCMR § 400 *et seq.* Each suitability determination shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall compensate the Seller for providing suitability services and shall advance to the Seller **\$4,094.30** for the services indicated in the chart in Section VI(A)(2).
2. The Buyer shall provide, and ensure the Seller receives, all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU. The Buyer agrees to be bound by the provisions contained in 6-B DCMR § 400 *et seq.* Moreover, the Buyer agrees that for purposes of that chapter, the Seller serves as the Program

IV. DURATION OF MOU

- A.** The period of this MOU shall be from October 1, 2018, through September 30, 2019 ("Fiscal Year 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 **\$4,094.30**.

V. AUTHORITY FOR MOU

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

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed **\$4,094.30** 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 VI (A)(2) below.

COST OF SERVICES					
Agency Population: 114					
OAG	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Number of Positions That Require Checks	Safety	0	0	0	
	Protection	0	0	0	
	Security	114			0
	Volunteers	0			
	Summer Hires	0	0	0	
Total Number of Positions Multiplied by Agency Turnover Rate: 0.238					
	Positions	Criminal Checks	Drug Screening	Alcohol Testing	Credit Checks
Projection	Appointees	27	0		0
	Recerts/Randoms	43	0	0	
	Total Projected	70	0	0	0
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	\$0.00
	Personnel Cost	\$28.49	\$27.43	\$0.00	\$0.00
	Subtotal	\$58.49	\$71.93	\$34.00	\$0.00
	Total Projected	x 70	x 0	x 0	x 0
	Total Cost	\$4,094.30	\$0.00	\$0.00	\$0.00
	Grand Total	\$4,094.30			

- 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.

B. PAYMENT

- 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.
- 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 Office of the Attorney General for the District of Columbia FRP submission to the Office of Budget and Planning.
- 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.
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, 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, 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 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, 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 processes described in this MOU, then the Parties 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 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 Office of the Attorney General for the District of Columbia, Child Support Services Division, or another District of Columbia 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 of Columbia.

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 shall 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 St SE, Washington DC 20003
(202) 727-1568

For Office of the Attorney General (the Buyer):

Harold Johnson, Assistant Section Chief, Systems and Automation Section, CSSD
Office of the Attorney General
441 4th Street, NW, Washington, DC 20001
(202) 727-3400

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:

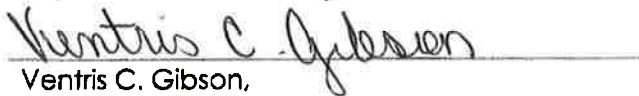
FOR THE D.C. OFFICE OF THE ATTORNEY GENERAL



Karl Racine,
Attorney General

11/09/18
Date

FOR THE D.C. DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson,
Director

11/20/18
Date



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER - OFFICE
OF FINANCE AND TREASURY

AND

THE DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2019

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Office of the Chief Financial Officer (OCFO) - Office of Finance and Treasury (Buyer) and the Department of Human Resources (DCHR or Seller), collectively known as the Parties and individually as a Party.

II. PROGRAM GOALS AND OBJECTIVES

The Buyer serves as the administrator for the District's Internal Revenue Code (IRC) §§ 401(a) and 457(b) defined contribution pension and deferred compensation plans, respectively. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate those operations in its Office of Finance and Treasury (OFT). Through this MOU, the Seller shall hire two (2) grade 12 HR Specialists to provide the Buyer the needed HR processing services for the District's IRC §§ 401(a) and 457(b) defined contribution pension and deferred compensation plans, respectively.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF DCHR

DCHR will hire two (2) grade 12 HR Specialists to provide the Buyer the needed HR processing services for the District's IRC §§ 401(a) and 457(b) defined contribution pension and deferred compensation plans, respectively. The HR Specialists shall do the following:

1. One (1) grade 12 HR Specialist for the administration and processing of the District's IRC § 401(a) defined contribution pension program; and
2. One (1) additional grade 12 HR Specialist for the administration and processing of the District's IRC § 457(b) deferred compensation program.

B. RESPONSIBILITIES OF OCFO

In support of the above services, OCFO shall:

1. Budget for all services requested in this MOU;
2. Advance to DCHR two hundred twenty eight thousand four hundred fifteen dollars and eighty eight cents (**\$228,415.88**) for HR processing services as described in this MOU; and
3. Ensure that DCHR receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;

OCFO agrees that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

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) one-year option period. OCFO shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial year 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 OCFO's letter 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 **two hundred twenty eight thousand four hundred fifteen dollars and eighty eight cents (\$228,415.88)**.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code §§ 1-204.25(a), 1-204.24d(4), (18), and (21), and 1-301.01(k) (2016 Repl.).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for salary and fringe benefits for two (2) grade 12 HR Specialists under this MOU shall not exceed **two hundred twenty eight thousand four hundred fifteen dollars and eighty eight cents (\$228,415.88)** for Fiscal Year 2019. Annualized costs in subsequent years could increase based on Cost of Living Adjustments (COLA) and periodic raises. The cost for Fiscal Year 2019 is calculated as follows:

Personnel Services

HR Specialist

Salary (CS Grade 12 Step 10)	\$94,543.00
Fringe Benefits @ 20.8%	\$19,664.94
Total Compensation:	\$114,207.94
X 2	\$228,415.88

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by OCFO to DCHR based on the total amount of this MOU.
2. DCHR shall receive the advance and bill OCFO only for those goods and services actually provided pursuant to the terms of this MOU. DCHR shall return any excess advance to OCFO within thirty (30) days of the end of the current fiscal year.
3. OFT shall report all services received under this MOU in its monthly Financial Review Process (FRP) report to the Office of Budget and Planning of OCFO.
4. Advances to DCHR for the services to be performed and goods to be provided **shall not exceed two hundred twenty eight thousand four hundred fifteen dollars and eighty eight cents (\$228,415.88)** 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) (2016 Repl.) and 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

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

IX. RECORDS AND REPORTS

DCHR 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 request of OCFO or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of OCFO or the relevant District of Columbia government agency.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, 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 OCFO.

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 the termination 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. NOTICE

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

Paul Shaw, Associate Director
Benefits & Retirement Administration, DCHR
1015 Half Street, SE, 9th Floor
Washington DC 20003
(202) 442-9667

Bruno Fernandes, Deputy CFO and Treasurer
Office of Finance and Treasury
1101 4th St. SW Suite 850W
Washington, DC 20024
(202) 727-6055

XIII. AMENDMENTS AND MODIFICATIONS

The terms and conditions of this MOU may be 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 the 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.

FOR THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER

Jeffrey DeWitt

OCT 30 2018

Jeffrey DeWitt,
Chief Financial Officer

Date

FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson

Ventris C. Gibson,
Director

10-22-18

Date