

FY-19 Performance Goals:

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

1. Assist Halfway House residents and others with social reintegration services that have returned to the District.
2. Provide 850 intake and assessment interviews.
3. Conduct 60 outreach events between DCDOC, FBOP and Halfway House residents to ensure that DC returning citizens are aware of programs and services available to them.

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

1. Connect returning citizens to employment opportunities.
2. Provide gender-specific employment services to women.
3. Provide referrals to DCIA for CDL and other trainings.

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

1. Provide returning citizens (from BOP) with assistance in receiving a non-driver identification card, learner permit and driver license.
2. Increase online presence with weekly social media posts, website enhancements with related news articles and upcoming community events/activities.



January 13, 2020

Lamont Carey
Acting Director
Office on Returning Citizen Affairs
2100 Martin Luther King, Jr. Avenue, SE
Suite 100
Washington, DC 20020

Dear Acting Director Carey:

The Committee on Facilities and Procurement has scheduled a Performance Oversight Hearing on the Office on Returning Citizen Affairs for Thursday, February 6, 2020 at 10:00 AM in Room 500 of the John A. Wilson Building.

To ensure a productive oversight hearing, it is the Committee's preference that you arrive in time to listen to any public testimony provided with respect to your agency. In addition, the Committee requests that you submit your written testimony to the Committee at least 48 hours prior to the commencement of the hearing.

Finally, it is the practice of the Council to send each agency a series of written questions in advance of an oversight hearing. To that end, please review the attached list of questions and return your answers by the close of business, Friday, January 31, 2020. Please provide six hard copies of your responses, as well as an electronic version with text responses in a single document, with clearly marked attachments where necessary. Please do not submit any sensitive, non-public, or personally identifiable information.

If you have any questions, please feel free to contact the Committee on Facilities and Procurement at facilities@dccouncil.us. Thank you in advance for your timely response.

Sincerely,

Robert C. White, Jr.
Councilmember, At-Large
Chair, Committee on Facilities and Procurement
Council of the District of Columbia

GENERAL QUESTIONS

1. Please provide the agency's mission statement.

ANSWER:

As the District of Columbia's coordinating and advisory agency for reentry, MORCA removes barriers to reentry and empowers residents to break the cycle of recidivism by providing guided re-entry and ensuring that previously incarcerated people are connected to essential programs and services in areas such as employment, health, education, housing assistance, and social services.

2. Please list any statutory mandates that the agency lacks sufficient resources to fully implement.

ANSWER:

At this time, there are no statutory mandates that MORCA lacks sufficient resources to fully implement.

3. Please list all reporting requirements in the District of Columbia Code or Municipal Regulations that the agency is required to complete in FY 19 and FY 20, to date. For each requirement, please list the date the report was required and the date it was produced. If the agency did not produce the report on the mandated timeline, please explain why.

ANSWER:

We are required to submit an Annual Report.

4. Please list and describe any regulations promulgated by the agency in FY 19 or FY 20, to date, and the status of each.

ANSWER:

No regulations were promulgated by the agency.

5. Please explain any significant impacts on your agency, if any, of any legislation passed at the federal or local level during FY 19 and FY 20, to date.

ANSWER:

No legislation was passed on the local or federal level.

6. What are the agency's top five priorities? Please explain how the agency expects to address these priorities in FY 20.

ANSWER:

MORCA's top priorities for FY20 include operationalizing the recommendations in the strategic plan and implementing the vision for the office:

1. Improving MORCA's communication.
2. Improving our follow-up.

3. Remain dedicated to MORCA's mission.
4. Track the needs of MORCA's constituents to identify pathways to the middle class.
5. Increase partnerships and collaborations to expand our network.

Communication: MORCA has been working internally with staff to ensure their understanding of MORCA's mission, vision, and services. MORCA will engage community stakeholders through community events, organization programs, social media, media outlets and other platforms.

Follow-up: One of the challenges with maintaining on-going contact with constituents is their lack of access to a phone due to unemployment and unstable housing; this minimizes MORCA's ability to communicate with them after referrals. MORCA is in contact with a cellphone service provider to get free phones for our constituents.

Remain dedicated to MORCA's mission: Our first commitment is to the advancement and transformation of our constituents. We will remain dedicated through zealous advocacy and community outreach, while working hard to fulfill the needs of our current constituents. We will conduct outreach visits between DC DOC, FBOP, and the Halfway House.

Track the needs of MORCA's constituents to identify pathways to the middle class: MORCA implemented tracking system to better understand the needs, successes, and goals of our participants so that we may assist them on the pathway to the middle class. Capturing this information into a case plan will allow MORCA and the constituents to understand the individual's long-term vision and the steps that need to be implemented to achieve those goals. In addition, this information will inform MORCA's outreach on the kinds of new partnerships we need to work on to create.

Increase partnerships and collaborations to expand our network: MORCA staff will engage a minimum of 7 potential partners every month. This task is carried out by our outreach team and our peer support specialist.

7. What metrics are regularly used by the agency to evaluate its operations? Please be specific about which data points are monitored by the agency.

ANSWER: MORCA measures the number of individuals that are currently receiving case management, workforce development, and individuals that are receiving assistance for their driver license/fee waivers, via an online tracking system. A report is run weekly to ensure that individuals who are receiving MORCA services have been given needs assessment.

8. Please provide a copy of the agency's FY 19 performance plan, if one was prepared. Please explain which performance plan objectives were completed in FY 19 and whether they were completed. If they were not completed, please provide an explanation.

ANSWER: PLEASE SEE ATTACHMENT.

9. Please provide a copy of your agency's FY 20 performance plan as submitted to the Office of the City Administrator, if one was prepared.

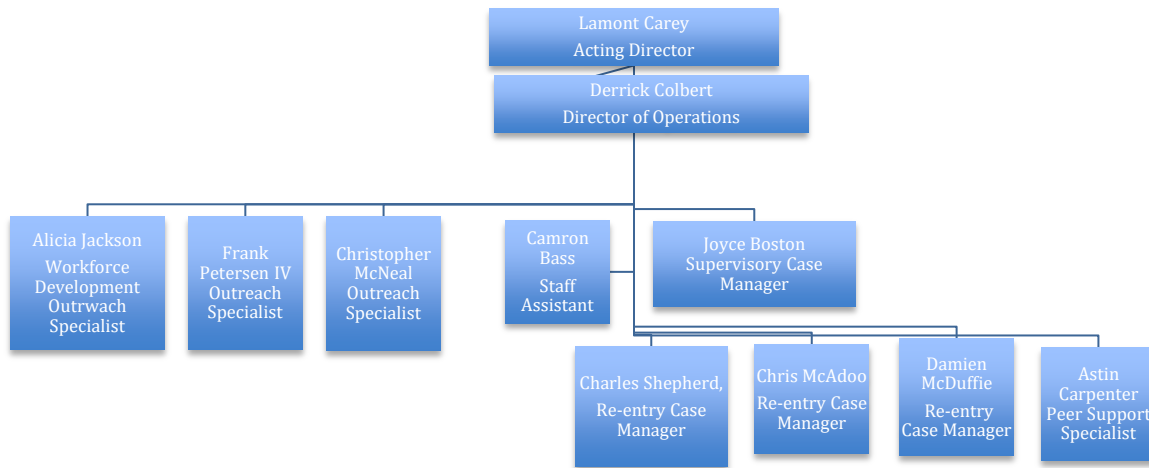
N/A

10. Please describe any new initiatives or programs that the agency implemented in FY19 and FY 20, to date, to improve the operations of the agency. Please describe any funding utilized for these initiative or program and the results, or expected results, of each initiative.

ANSWER: In FY19, MORCA piloted the Paralegal Program in collaboration with Georgetown University.

11. Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel and note the date that the information was collected on the chart.

ANSWER:



a. Please provide an explanation of the roles and responsibilities for each division and subdivision.

ANSWER:

Outreach division: connects constituents with employers, community based organizations, churches, government agencies, and constituents.

Case Management division: conducts needs assessments with constituents, develops individual case plans, and makes referrals to life stabilizing and life enhancement government and community based organizations.

b. Please provide a narrative explanation of any changes made to the organizational chart during the previous year.

ANSWER: MORCA currently has a new Acting Director and a new Director of Operations. MORCA added new positions such as Supervisory Case Manager, Peer Support Specialist and two new Case Managers.

12. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please separate salary and fringe and indicate if the position must be filled to comply with federal or local law.

ANSWER:

00075344	Outreach & Service Specialist	McNeal, Christopher	9/24/2018	F	5	0	65,473.87	1	20	5008	5008	F	Reg	XS0001	100
00091374	Staff Assistant	Bass, Camron	11/12/2019	F	3	0	59,946.00	1	20	5008	5008	F	Reg	XS0001	100
00091375	Director	Carey, Lamont	10/15/2019	F	E1	0	109,834.98	1	20	5008	5008	F	Reg	DX0000	100
00091376	Community Services Program Spe	Jackson, Alicia D.	2/16/2016	F	5	0	65,473.87	1	20	5008	5008	F	Reg	XS0001	100
00091377	Outreach and Services Speciali			V	5	0		1	20	5008	5008	F	Reg	XS0001	100
00094127	Case Manager	Shepherd, Charles	5/16/2018	F	5	0	72,447.80	1	20	5008	5008	F	Reg	XS0001	100
00094128	Case Manager	McAdoo, Christopher	11/18/2019	F	5	0	72,447.80	1	20	5008	5008	F	Reg	XS0001	100
00097019	Outreach & Service Specialist	Petersen IV, Frank E	9/17/2018	F	5	0	65,473.87	1	20	5008	5008	F	Reg	XS0001	100
00099774	Director of Operations	Colbert, Derrick A	7/6/2015	F	6	0	98,946.95	1	20	5008	5008	F	Reg	XS0001	100
00099775	Case Manager	McDuffie, Damion	11/12/2019	F	5	0	72,447.80	1	20	5008	5008	F	Reg	XS0001	100
00099778	Program Support Specialist	Carpenter, Astin	10/3/2016	F	11	2	63,498.00	1	20	5008	5008	F	Term	DS0087	100
00099986	Supervisory Case Manager	Boston, Joyce Nickole	10/1/2017	F	6	0	80,845.06	1	20	5008	5008	F	Reg	XS0001	100

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

ANSWER: MORCA doesn't have any detailed employees.

14. Please provide the Committee with:

- a. A list of all employees who received or retained cellphones, personal digital assistants, or similar communications devices at agency expense in FY 19 and FY 20, to date.**

ANSWER:

FY-19:

Name	Vendor	Service Type	Device Type
Brian Ferguson	AT&T	Cellular	iPhone 7
	Verizon	Tablet with wireless services	iPad Pro 12.9
Gloria Martinez	AT &T	Cellular	iPhone 7
	Verizon	Tablet with wireless services	iPad Pro 12.9
Alicia Jackson	AT &T	Cellular	iPhone 7
Frank Petersen	AT&T	Cellular	iPhone 7
Christopher McNeal	AT&T	Cellular	iPhone 7
Astin Carpenter	AT&T	Cellular	iPhone 7
Charles Shepherd	AT&T	Cellular	iPhone 7
Joyce Boston	AT&T	Cellular	iPhone 7

FY 20:

Name	Vendor	Service Type	Device Type
Lamont Carey	AT&T	Cellular	iPhone 7
	Verizon	Tablet with wireless services	iPad Pro 12.9
Derrick Colbert	AT &T	Cellular	iPhone 7
	Verizon	Tablet with wireless services	iPad Pro 12.9
Alicia Jackson	AT &T	Cellular	iPhone 7
Frank Petersen	AT&T	Cellular	iPhone 7
Christopher McNeal	AT&T	Cellular	iPhone 7
Astin Carpenter	AT&T	Cellular	iPhone 7
Charles Shepherd	AT&T	Cellular	iPhone 7
Joyce Boston	AT&T	Cellular	iPhone 7
Camron Bass	AT &T	Cellular	iPhone 7
Damion McDuffie	AT & T	Cellular	iPhone 7
Chris McAdoo	AT&T	Cellular	iPhone 7

b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned as well as a description of all vehicle accidents involving the agency's vehicles in FY 19 and FY 20, to date;

ANSWER: MORCA doesn't own, lease, or otherwise utilize any vehicles.

c. A list of travel expenses, arranged by employee for FY19 and FY20, to date, including justification for travel.

ANSWER:

MORCA has not paid for staff travel in FY19 or FY20, to date..

d. A list of total workers’ compensation payments paid n FY19 and FY20, to date, including the number of employees who received workers’ compensation payments, in what amounts, and for what reasons.

ANSWER: MORCA had no workers’ compensation claims/payments in FY19 or FY20, to date.

15. Please separately list each employee whose salary was \$100,000 or more in FY 19 and FY 20, to date. Provide the name, position number, position title, program, activity, salary, and fringe. In addition, state the amount of any overtime or bonus pay received by each employee on the list.

ANSWER:

Pos #	Title	Name	Hire Date	Vac Stat	Grade E1	Step	Salary
00091375	Director	Lamont Carey	10/15/19	F	E1	0	\$109,834.98

16. Please list in descending order the top 25 overtime earners in your agency in FY 19 and FY 20, to date, if applicable. For each state the employee’s name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned.

ANSWER: MORCA had no overtime processed in FY19 and FY20, to date.

17. For FY 19 and FY 20, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

ANSWER: MORCA granted no bonuses, special pay or separation pay in FY19 and FY20, to date.

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

ANSWER: MORCA does not have any collective bargaining agreements in effect.

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

ANSWER:

Staff	Training
Charles Shepherd	Personality- Myers Briggs
Charles Shepherd	Change Management
Alicia Jackson	Language Access
Alicia Jackson	Cybersecurity Awareness
Alicia Jackson	Ready, Set, Goal
Astin Carpenter	Cybersecurity Awareness Training
Astin Carpenter	Managing Up
Astin Carpenter	Position Management
Astin Carpenter	Art of Time Management
Astin Carpenter	Quality Customer Care
Astin Carpenter	Coaching with Intention
Frank Petersen	Intro to DC Gov't Contracting
Frank Petersen	Effective Statements of Work
Frank Petersen	Human Rights Liaison Training
Frank Petersen	Drupal Website Content Management Training
Frank Petersen	How to Modernize the Citizen Experience (Granicus)
Frank Petersen	Understanding District Budget
Frank Petersen	Presentation Skills 101
Frank Petersen	Emotional Intelligence
Frank Petersen	Communicating Non Defensively
Frank Petersen	Coaching with Intention
Frank Petersen	Salesforce Overview
Frank Petersen	Work-Life Effectiveness
Frank Petersen	Understanding Stress
Frank Petersen	Person-Centered Thinking
Frank Petersen	Cybersecurity Awareness Training
Frank Petersen	Sexual Harassment Prevention
Christopher McNeal	DC OHR Liaison Training
Christopher McNeal	Innovation & Excellence
Christopher McNeal	Benefits & Retirement
Christopher McNeal	Professional Development
Christopher McNeal	Professional Development
Christopher McNeal	Salesforce Training
Christopher McNeal	Communicating Non-Defensively
Joyce Boston	Coaching With Intention
Joyce Boston	Emotional Intelligence
Joyce Boston	Communicating Non-Defensively
Joyce Boston	Transitioning Service Members/ Civilian Sexual Assault Providers
Joyce Boston	Suicide Training
Joyce Boston	CPR/First Aid Training and Certification
Joyce Boston	National Advocate Credentialing Program Certification

20. Does the agency conduct annual performance evaluations of all its employees? If so, who conducts such evaluations? If not, what steps are taken to ensure that all agency employees are meeting individual job requirements?

ANSWER: Yes, the Director of Operations conducts performance evaluations for the employees. SMART Goals are established at the beginning of the fiscal year for employees, and successful performance is measured based off those goals at the end of the fiscal year.

21. Please describe what strategies the agency is using to improve employee retention.

ANSWER: MORCA’s retention strategies include allowing for individual growth within the organization and providing access to trainings and supports.

22. For FY 19 and FY 20, to date, what was the total agency cost for mobile communications and devices, including equipment and service plans?

ANSWER:

FY19: \$5,118.94

FY20, to date: \$1,152.91

23. For FY 19 and FY 20, to date, please list all intra-District transfers to or from the agency.

ANSWER:

Grant	Amount	Purpose
SNAP E&T	\$200,000	Expand upon the SNAP E&T by providing resources and job placement to service up to 200 eligible SNAP E&T customers who are returning citizens that are registered and participating in MORCA programs.

24. For FY 19 and FY 20, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

- a. The revenue source name and code;*
- b. The source of funding;*
- c. A description of the program that generates the funds;*
- d. The amount of funds generated by each source or program;*
- e. Expenditures of funds, including the purpose of each expenditure;*
- f. The current fund balance.*

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

25. For FY 19 and FY 20, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

FY-19

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
11/19/2018	Standard Office Supply	826.57	826.57			Supplies
11/29/2018	Baron Tours	1,850.00		1,850.00		Transportation

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
12/3/2018	GTU-SCH OF CONT	2,300.00		2,300.00		Office Support
12/6/2018	Sendoa Inc	165.00		165.00		Printing
12/6/2018	Sendoa Inc	165.00		165.00		Printing
12/26/2018	PayPal HopeFoundat	400.00		400.00		Office Support

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
12/31/2018	PayPal Changingper	2,500.00		2,500.00		Office Support
1/10/2019	Senoda Inc	95.00		95.00		Printing
1/23/2019	Standard Office Supply	1,161.05	1,161.05			Office Supplies

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
2/6/2019	Standard Office Supply		226.78			Credit Memo
2/15/2019	Senoda Inc	95.00		95.00		Printing

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
3/21/2019	Standard Office Supply	398.20	398.20			Office Supplies

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
4/2/2019	Senoda Inc	165.00		165.00		Printing
4/10/2019	Standard Office Supply	201.65	201.65			Office Supplies
4/24/2019	Standard Office Supply	1,082.02	1,082.02			Office Supplies
4/8/2019	Baron Tours	1,450.00		1,450.00		Transportation
4/8/2019	Baron Tours	1,850.00		1,850.00		Transportation

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
5/8/2019	B&H Photo	84.25		84.25		Kiosk Ipad Stand
5/13/2019	Senoda Inc	95.00		95.00		Printing

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
6/10/2019	Standard Office	643.07	643.07			Office Supplies
6/12/2019	Standard Office	67.99	67.99			Office Supplies
6/12/2019	Senoda Inc.	184.00		184.00		Printing
6/14/2019	Senoda Inc.	95.00		95.00		Printing
6/25/2019	Senoda Inc.	1,798.00		1,798.00		Printing
6/25/2019	Senoda Inc.	561.00		561.00		Printing
6/10/2019	Baron Tours	1,450.00		1,450.00		Transportation

Returning Citizens / 7898						
PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
7/8/2019	Xerox Corp	709.58		709.58		Copier
7/8/2019	Xerox Corp	15.00		15.00		Copier
7/8/2019	Xerox Corp	747.32		747.32		Copier
7/8/2019	Senoda Inc	95.00		95.00		Printing
7/8/2019	Senoda Inc	165.00		165.00		Printing
7/8/2019	Senoda Inc	95.00		95.00		Printing
7/11/2019	Senoda Inc	95.00-		95.00-		Printing / Refund
7/26/2019	PayPal MySimamusi	1,500.00		1,500.00		Office Support
7/26/2019	Gotta Go Now	650.00		650.00		Office Support
7/26/2019	Senoda Inc	95.00		95.00		Printing
7/26/2019	Senoda Inc	95.00		95.00		Printing
7/30/2019	PayPal MySimamusi	1,500.00-		1,500.00-		Office Support/Refund
7/12/2019	Baron Tours	1,450.00		1,450.00		Transportation
7/15/2019	Baron Tours	1,975.00		1,975.00		Transportation
7/22/2019	Baron Tours	1,875.00		1,875.00		Transportation
7/26/2019	Baron Tours	1,475.00		1,475.00		Transportation
	Purchases & Charges	10,941.90				
	Credit	1,595.00				
	Net Charges	9,346.90				

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
7/31/2019	PayPal	1,500.00		1,500.00		
8/22/2019	Standard Office	397.60	397.60			
8/27/2019	Standard Office	1,889.46	1,889.46			
	Purchases & Charges	3,787.06				
	Credit	0.00				
	Net Charges	3,787.06				

Returning Citizens / 7898

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
9/18/2019		70.00		70.00		Printing
9/18/2019		165.00		165.00		Printing
9/18/2019		165.00		165.00		Printing
9/20/2019		95.00		95.00		Printing
9/20/2019		1,948.75		1,948.75		Printing
9/16/2019	Baron Tours	1,450.00		1,450.00		Transportation
9/16/2019	Baron Tours	595.00		595.00		Transportation
	Purchases & Charges	4,488.75				
	Credit	0.00				
	Net Charges	4,488.75				

PURCHASE DATE	SERVICE/SUPPLY	AMOUNT	OBJ CODE	OBJ CODE	OBJ CODE	Description of Charges
			20	40	70	
9/30/2019	Xerox Corporation	809.13		809.13		Overage
10/10/2019	Standard Office Supply	4,025.94	4,025.94			Office Supplies
	Purchases & Charges	4,835.07				
	Credit	0.00				
	Net Charges	4,835.07				

26. Please list and provide a copy of all memoranda of understanding (“MOU”) entered into by your agency during FY 19 and FY 20, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

ANSWER:

- Department of Employment Services (Travel Subsidy). Please see attachment.
- Department of Human Services (SNAP E&T) Please see attachment.

27. Please list all open capital projects and capital projects in the financial plan under the agency’s purview, including the amount budgeted, actual dollars spent so far, any remaining balances, and the status of the project. In addition, please provide a description of any projects which are experiencing delays or which require additional funding.

ANSWER: MORCA doesn't have any capital projects.

28. Please provide a table showing your agency's Council-approved budget, revised, budget (after reprogrammings, etc.) and actual spending, by program, activity, and funding source for FY 19 and the first quarter of FY 20. Please detail any over- or under-spending and if the agency had any federal funds that lapsed.

OFFICE ON RETURNING CITIZEN AFFAIRS						
Comp Source Group	FY 2019 Approved	FY 2019 Revised	FY 2019 Expenditures	FY 2020 Approved Budget	FY 2020 Revised Budget	FY 2020 Expenditures YTD
5000 - OFFICE OF COMMUNITY AFFAIRS						
5008 - OFFICE ON RETURNING CITIZEN AFFAIRS						
LOCAL FUND						
PERSONNEL SERVICES						
0011 - REGULAR PAY - CONT FULL TIME	\$545,680	\$545,680	\$498,100	\$751,861	\$751,861	\$163,543
0012 - REGULAR PAY - OTHER	\$49,487	\$49,487	\$48,785	\$56,556	\$56,556	\$16,549
0013 - SUNDAY PAY	\$0	\$0	\$0	\$0	\$0	\$190
0014 - FRINGE BENEFITS - CURR PERSONNEL	\$125,804	\$125,804	\$117,032	\$147,014	\$147,014	\$36,026
0015 - OVERTIME PAY	\$0	\$0	\$36	\$0	\$0	\$0
TOTAL PERSONNEL SERVICES	720,970.58	720,970.58	\$663,952	\$955,431.63	\$955,431.63	\$216,308.28
NON-PERSONNEL SERVICES						
0020 - SUPPLIES AND MATERIALS	\$15,686	\$15,686	\$15,685	\$31,686	\$31,686	\$0
0031 - TELEPHONE, TELETYPE, TELEGRAM, ETC.	\$0	\$0	\$2,161	\$0	\$0	\$0
0040 - OTHER SERVICES AND CHARGES	\$102,300	\$102,300	\$93,061	\$142,300	\$142,300	\$0
NON-PERSONNEL SERVICES	117,986.00	117,986.00	110,907.05	173,986.00	173,986.00	0.00
LOCAL TOTAL	838,956.58	838,956.58	774,858.90	1,129,417.63	1,129,417.63	216,308.28
INTRA DISTRICT FUND						
0011 - REGULAR PAY - CONT FULL TIME	\$0	\$0	\$45,715	\$0	\$0	\$16,581
0012 - REGULAR PAY - OTHER	\$0	\$54,224	\$8,494	\$0	\$0	\$0
0014 - FRINGE BENEFITS - CURR PERSONNEL	\$0	\$10,427	\$10,427	\$0	\$0	\$3,207
0015 - OVERTIME PAY	\$0	\$0	\$15	\$0	\$0	\$0
0020 - SUPPLIES AND MATERIALS	\$0	-\$4,857	\$1,193	\$0	\$0	\$0
0040 - OTHER SERVICES AND CHARGES	\$0	\$109,011	\$102,962	\$0	\$0	\$0
Intra District Total	0.00	168,805.90	168,805.90	0.00	0.00	19,787.26
Grand Total	\$ 838,956.58	\$ 1,007,762.48	\$ 943,664.80	\$ 1,129,417.63	\$ 1,129,417.63	\$ 236,095.54

29. Please provide a list of all budget enhancement requests (including capital improvement needs) made for FY 19, FY 20, or FY 21. For each, include a description of the need and the amount of funding requested.

ANSWER: MORCA didn't have any budget enhancements in FY19 or FY20, to date.

30. Please list, in chronological order, each reprogramming that impacted the agency in FY 19 and FY 20, to date, including those that moved funds into the agency, out of the agency, and within the agency. Include the revised, final budget for your agency after the reprogrammings for FY 19 and FY 20, to date. For each reprogramming, list the date, amount, rationale, and reprogramming number.

MORCA REPROGRAMMING WITHIN AGENCY, FY 2019			
Date	Dollar amount	Rationale	Reprogramming Number
9/17/2019	\$ 14,493.09	To align the budget to support ratification for Georgetown University School of Study.	APAA0917

31. Please list each grant or sub-grant received by your agency in FY 9 and FY20, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.

ANSWER:

Department of Human Services SNAP E&T Grant,
Amount \$150,000
Date: October 1, 2018-September 30, 2019
Expenditure: \$150,000

32. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?

ANSWER: There are no FTE's dependent on grant funding.

33. Please list each contract, procurement, and lease entered into or extended by your agency during FY 19 and FY 20, to date. For each contract, please provide the following information where applicable:

a. The name of the contracting party;

b. The nature of the contract, including the end product or service;

c. The dollar amount of the contract, including amount budgeted and amount actually spent;

d. The term of the contract;

e. Whether the contract was competitively bid;

f. The name of the agency's contract monitor and the results of any monitoring activity; and

g. The funding source.

ANSWER: MORCA didn't have any procurement contracting opportunities in FY19 or FY20, to date.

34. What is your agency's current adjusted expendable budget for CBE compliance purposes? How much has been spent with SBEs or CBEs? What percent of the agency's current adjusted expendable budget has been spent with SBEs or CBEs?

ANSWER: SBE expenditures and expendable budgets are calculated for the entire Executive Office of the Mayor, not broken down by office or division.

35. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to financial liability or will result in a change in agency practices and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success.

ANSWER: MORCA has no pending lawsuits.

36. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY 19 or FY 20, to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).

ANSWER: MORCA didn't have any settlements in FY19 or FY20, to date.

37. Please list the administrative complaints or grievances that the agency received in FY 19 and FY 20, to date, broken down by source. Please describe the process utilized to respond to any complaints and grievances received and any changes to the agency policies or procedures that have resulted from complaints or grievances that were resolved in FY 19 or FY 20, to date, describe the resolution.

ANSWER: MORCA didn't have any administrative complaints or grievances.

38. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any sexual harassment allegations received by the agency in FY 19 and FY 20, to date, whether or not those allegations were resolved.

ANSWER: MORCA follows EOM's procedures for investigating allegations of sexual harassment or misconduct. MORCA had no allegations in FY19 and have had none so far in FY20.

39. Please list and describe any spending pressures the agency experienced in FY 19 and any anticipated spending pressures for the remainder of FY 20. Include a description of the pressure and the estimated amount. If the spending pressure was in FY 19, describe how it was resolved, and if the spending pressure is in FY 20, describe any proposed solutions.

ANSWER: MORCA had no spending pressures in FY19 or FY20, to date.

40. Please provide the number of FOIA requests for FY 19, and FY 20, to date, that were submitted to your agency. Include the number granted, partially granted, denied and pending. In addition, please provide the average response time, the estimate number of FTEs required to process requests, the estimated number of hours spend responding to these requests, and the cost of compliance.

ANSWER: No FOIA requests were submitted to MORCA for FY19 or FY20, to date.

41. Please identify all electronic databases maintained by your agency, including the following:

- a. A detailed description of the information tracked within each system;**
- b. The age of the system and any substantial upgrades that were made in FY 19 or FY 20, to date, or that are planned for the system;**
- c. Whether the public is currently granted access to all or part of each system; and**
- d. Whether the public could be granted access to all or part of each system.**

ANSWER:

MORCA uses a contact management system to track our constituents. This system tracks information on resident demographics, MORCA visits, and services rendered. MORCA staff has access to the software system. The public does not have access to the system.

42. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency that were completed during FY 19 and FY 20, to date.

ANSWER: MORCA did not have any investigations, audits, or reports completed in FY19 or FY20, to date.

43. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or funded during FY 19 and FY 20, to date. Please submit a hard copy to the Committee of any study, research paper, report, or analysis that is complete.

ANSWER: MORCA didn't participate or fund any studies, research papers, reports, during FY19 or FY20, to date.

44. If there are any boards, commissions, or similar entities for which your agency provides administrative support, please provide a chart listing the names, confirmation dates, terms, wards of residence, and attendance of each member. Include any vacancies. Please also attach agendas and minutes of each meeting in FY 19 and FY 20, to date, if minutes were prepared.

Name	Seat Designation	Appointment Status	Appointee Designation	Term End Date
Retna pullings	Department of Behavioral Health (DBH) - Addiction Prevention and Recovery Administration Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Charles Thornton	Office of Human Rights (OHR) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Kristen Jones	Department of Consumer and Regulatory Affairs (DCRA) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Decarlo Washington	Department of Employment Services (DOES) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
James Berry, Jr.	Public Member	Active/filled seat	Mayoral Appointee, Public Member	8/4/2020
Delores Mason	Department of Behavioral Health (DBH)	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Charles Dotson III	Department of Youth Rehabilitative Services (DYRS) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Dallas Williams	Department of Human Services (DHS) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Moses Nunez	Department of Housing and Community Development (DHCD) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Drew Hubbard	Department of Housing and Community Development (DHCD) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Michael Aniton	Office of the State Superintendent of Education (OSSE) Designee	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Leon Fields	Public Member	Active/filled seat	Mayoral Appointee, Public Member	8/4/2020
Larry Moon	Public Member	Active/filled seat	Mayoral Appointee, Public Member	8/4/2020
John Peterbug Matthews	Public Member	Active/filled seat	Mayoral Appointee, Public Member	8/4/2021
Lamont Carey	Director of the Mayor's Office on Returning Citizen Affairs (MORCA)	Active/filled seat	Mayoral Appointee, DC Agency Representative	at the pleasure of the Mayor
Dominic Henry	Public Member	New member appointment in progress	Mayoral Appointee, Public Member	8/4/2020
Richard Jarvis	Public Member	New member appointment in progress	Mayoral Appointee, Public Member	8/4/2022
Corwin Knight	Public Member	Reappointed member in progress	Mayoral Appointee, Public Member	8/4/2022
Nicole Porter	Public Member	checking on appointment	Mayoral Appointee, Public Member	8/4/2019
Clarence Johnson	Public Member	Reappointed member in progress	Mayoral Appointee, Public Member	8/4/2022
Paula Thompson	Public Member	Reappointed member in progress	Mayoral Appointee, Public Member	8/2/2022

FY19 and FY20 (to date) minutes are attached.

45. Please list any task forces, committees, advisory boards, or membership organizations in which the agency participates.

ANSWER: MORCA participates in the DC Re-entry Task Force; Re-entry Action Network (RAN), Criminal Justice Coordinating Council (CJCC), Re-entry Steering Committee, and CJCC Principals Group.

OFFICE ON RETURNING CITIZEN AFFAIRS

46. Please provide the most recent annual report on the operations of the Office prepare pursuant to D.C. Code § 24-1302(b)(2)(H). Please also provide the anticipated date of completion for the next annual report.

ANSWER: PLEASE SEE ATTACHMENT

47. Please describe the methods the Office has to contact residents released from Federal custody upon their return to the District of Columbia.

ANSWER:

MORCA conducts weekly informational outreach sessions to all Federal Bureau of Prison Halfway House's in the District of Columbia. MORCA is working towards expanding these outreach efforts to surrounding jurisdictions such as Maryland and Virginia.

48. What is the current estimated population of returning citizens in the District of Columbia? How many returning citizens live in each ward?

ANSWER: Estimated population 70,000.

49. How many returning citizens are estimated to return from incarceration each year? How many of those residents returning home does the agency serve?

ANSWER:

Between 1,800 and 2,100 individuals return to the District annually from the BOP; the last formal count of the total returning citizen population in the district was approximately 70,000. In FY19, MORCA served 1,766 residents through case management services. In FY20, to date, MORCA has serviced 663 constituents through case management services.

50. Of the returning citizens estimated to return from incarceration to the District of Columbia each year, what is the average duration of their prior incarceration?

ANSWER: According to a study conducted by The Criminal Justice Coordinating Council, the average duration is 3 years to 30 years

51. How many returning citizens total did the Office serve in FY 19 and FY 20, to date?

ANSWER:

In FY19, MORCA served 1,766 residents through case management services. In FY20, to date, MORCA has serviced 663 constituents through case management services.

52. How many returning citizens have received comprehensive needs assessments and case plans from the Office in FY 19 and FY 20, to date?

ANSWER:

In FY19, MORCA served 1,766 residents through case management services
 In FY20, to date, MORCA’s case managers have completed 663 Needs Assessments and created 218 Individual Service Plans for returning citizens. Case managers also completed 18 Assessments and plans for IRAA clients.

53. How many referrals of returning citizens to outside programs or agencies were made by the Office in FY 19 and FY 20, to date? Please provide a breakdown of the number of referrals by program or agency.

ANSWER:

DCIA	FY19	Solar Paneling, PEPCO, OSHA10/Flagger s, IT	225
DC Central Kitchen	FY19	Culinary Training Program	10
Building Futures	FY19	Construction Training Program	52
Catholic Charities	FY20, to date	Green Apprenticeship Program	25
UPO	FY20, to date	Building Maintenance	36
DC Central Kitchen	FY20, to date	Culinary Training Program	25
CCPREP	FY20, to date	HVAC Program	45
Building Futures	FY20-to date	Construction Training Program	75

54. How many referrals has the Office received from the READY Center in FY 19 and FY 20, to date? Please provide a breakdown of the number of referrals by the service area need.

ANSWER:

In FY19, MORCA received 47 referrals from the READY Center.
 FY20,0 to date MORCA received 48 referrals from the READY Center.

55. Please explain, apart from referrals, how the agency coordinates with the READY Center to service the returning citizen population.

ANSWER:

The READY Center refers constituents to MORCA for Case Management Services.
 MORCA conducts monthly outreach sessions with the READY Center Staff.

56. How many clients were referred to Project Empowerment in FY 19 and FY 20, to date? Does the agency track where referrals are placed and if they are kept on the employer’s payroll after the six-month program?

ANSWER:

- 20 MORCA clients were referred to Project Empowerment in FY19.
- 106 MORCA clients were referred in FY20, to date, to Project Empowerment. MORCA does not track whether referrals are kept on the employer’s payroll after six months, but MORCA has a Peer Support to assist the Case Managers in following up with constituents post-referrals.

57. How many returning citizens were referred to adult education providers in FY 19 and FY 20, to date? Please provide a list of all providers to which returning citizens were referred.

Name	Program	Year	Number of referrals
Academy of Hope	GED/External HS Diploma program	FY19	25
Academy of Hope	GED/ External HS Diploma program	FY20, to date	45
Washington Literacy Center	Adult Education/GED	FY20, to date	35

58. How many job fairs has the Office hosted in FY 19 and FY 20, to date? How many clients have received employment from these job fairs?

ANSWER:

- 5 mini job fairs were hosted at MORCA in FY19

Company	Positions	Attended	Hired
Reflections LLC	Janitorial	39	15
Concord Hotel	Hospitality	10	4
Canada Dry	Drivers/Driver Helper, Warehouse	48	17
Midland Floor LLC	Janitorial	8	3

- 4 mini job fairs were hosted at MORCA in FY20, to date.

Company	Positions	Attended	Hired
McCullough Construction	Apprenticeship	25	20
Lasership Warehouse	Warehouse helpers	45	42
Dept. of Public Works (LeafSeason)	Sanitation Workers, Drivers	106	45
Census Bureau	Census Takers	50	

59. In response to pre-performance oversight questions from FY 19, the Office stated that it was in the process of creating a survey to gauge the need of its clients. Did the Office create the survey? If so, please provide a copy of the results. If not, please explain the Office’s new strategy for evaluating the success of the agency’s engagement with returning citizens.

ANSWER:

MORCA created the survey and will be implementing it starting February 3, 2020.

60. In early 2019, the Office released its strategic plan. Please provide an update on the agency's implementation of each recommendation in the strategic plan.

ANSWER: MORCA has worked to operationalize the strategic plan by implementing the following:

Outreach Connection:

- MORCA conducted 181 outreach events
- 65 visits to the hallway houses that men and women
- 28 visits to DC Jail

Follow-up and Tracking: MORCA has implemented a 90 day tracking system to ensure that constituents are receiving the appropriate services.

61. In the FY 20 budget, the Council and Mayor funded four additional employees for the Office. Have those positions been filled? If not, please provide the anticipated date when the agency expects each position to be filled? Please describe the job function for each new additional employee.

ANSWER:

The following positions have been filled:

1. Peer Support Specialist: coordinates the daily functions of the "Pathways to Work Initiative;" coordinates the daily functions of the Vital Records Program; coordinates the daily functions of the ID Waiver Program; tracks the numbers of clients enrolled into each case management program; plans and coordinate family reunification trips to federal facilities and identify areas of need in the District's returning citizen community and work with the Case Manager Coordinator to establish; and maintain strategic relationships with community organizations.

2. Case Manager Coordinator: organizes and implements administrative systems and procedures for case management; coordinates case management service delivery and oversee case plans and goals that are developed between the constituent and case manager; drafts, edits, and prepares correspondence, reports, and other material using word processing, spreadsheets and/or databases; and serves as principal source of information on program policies and advises reentry case management team.

3. Case Manager: administers Needs Assessments to all MORCA constituents; creates Reentry Plans for all MORCA constituents; provides and facilitates connections to District services and resources; coordinates and works with constituents to identify a career pathway and primary or supplemental training; and maintains contact with constituents based upon their risk/needs.

62. Please describe the status of the transportation subsidy stipend program in FY 19 and FY 20, to date. How much has been expended by the program in FY 19 and FY 20, to date? How many clients have received subsidies in FY 19 and FY 20, to date? What are the limitations of the program?

ANSWER: FY19, MORCA provided 261 constituents with transportation subsidy
Total expenditures \$24,012.

FY20, to date: We are excited about implementing the travel subsidy again this year. It will be starting soon.

63. Are clients required to register with another agency to receive a transportation stipend from the Office? If so, which agency and why?

ANSWER: Constituents who receive the travel subsidy are encouraged to enroll into programming offered by the Department of Employment Services' District State Initiatives division.

64. Does the Office currently maintain a database containing the name, location of incarceration, and contact information for each District resident incarcerated by the Federal Bureau of Prisons who is expected to be released within 6 months? If not, why not? What steps must be taken to create this database?

ANSWER: MORCA currently does not currently maintain a database containing the name, location of incarceration, and contact information for each District resident incarcerated by the Federal Bureau of Prisons who is expected to be released within 6 months. The Federal Bureau of Prisons would need to grant MORCA access to this information in order for a database to be created. This would allow the office the ability to track and forecast how many individuals would be coming home within six months.

65. Does the Office currently contact each District resident incarcerated by the Federal Bureau of Prisons who is expected to be released within the next 6 months? If so, please describe any information provided during that communication. If not, please explain why not and what steps must be taken to make these contacts.

ANSWER: MORCA currently does not have access to each District resident incarcerated by the Federal Bureau of Prisons. As a workaround, MORCA currently contacts facilities that have DC inmates and requests that the reentry coordinators provide inmates with information about MORCA.

66. Please describe the availability of fee waivers for vital documents for returning citizens. How are returning citizens made aware of the availability of fee waivers? How do returning citizens apply for assistance and what is the process for receiving assistance? How much has been expended on fee waivers in FY 19 and FY 20, to date?

ANSWER: During outreach to halfway houses, DOC and FBOP individuals are made aware of the fee waiver program. Information about the fee waiver program can also be found on the MORCA's website. Fee Waivers are available to constituents that are released from FBOP custody within a year. Constituents can apply for assistance by coming to the office, registering and meeting with a case manager. In order to get the fee waiver for a Birth Certificate they would need to have a FBOP ID or Face Sheet and social security card. To obtain a fee waiver for their identification they would need to bring their birth certificate and social security card.

67. How many housing vouchers were given to residents in FY 19 and FY 20, to date? Please provide a breakdown by fiscal year. What is the process, including eligibility requirements, for residents to receive a housing voucher? How many housing vouchers are available for FY 19 and for FY 20? How many applications has the agency received for FY 19 and FY 20, to date?

ANSWER: In FY19, ten housing vouchers were provided for senior returning citizens only. Nine returning citizens were considered eligible and given an orientation attendance date and received a voucher. With case management follow-up, to date, it is confirmed that five have successfully found housing. In FY19, to receive a voucher, the applicant must have been 62 years old or older, must have proof of income (pay stubs or SSI letter, or other form of generated income), ID card, birth certificate, and social security card, and complete the DC Housing Authority application.

In FY20, to date, MORCA has received twenty vouchers to assist our constituents with stable housing opportunities - which are not limited to seniors. Some vouchers have been set aside for LGBTQ returning citizens.

68. Please describe any new services, supports, or programs that were initiated in FY 19 and FY 20, to date, to meet the housing needs of returning citizens.

ANSWER: In FY20, MORCA is working to develop more services to meet the housing needs of returning citizens. We have begun by setting aside housing vouchers for LGBTQ returning citizens. Also, the Case Management Coordinator is currently in communication with Jubilee Housing to attempt to secure housing with their new housing program which will house seven senior and/or disabled returning citizens.

69. Does the Office currently issue certificates of good standing to persons previously convicted of a crime in the District of Columbia pursuant to D.C. Code § 24-1304? If not, why not?

ANSWER: MORCA is currently working on this.

70. Please provide an update on any services specifically targeting female returning citizens provided by the Office. Please include any anticipated outcomes or metrics used to measure the success of these programs.

ANSWER: MORCA continues to focus on the needs of women with its annual Women's Reentry Conference which is scheduled to take place in March 2020. MORCA has hosted its Women Conference for six consecutive years. MORCA conducts biweekly outreach sessions to the Fairview Halfway House for Women. MORCA has provided services to 76 formerly incarcerated women during FY20, to date.

71. Please provide an update on any services specifically targeting young adults provided by the Office. Please include any anticipated outcomes or metrics used to determine the success of these programs.

ANSWER: MORCA targets returning citizens of all ages.

72. Please provide the number of individuals that the Office helped register to vote in FY 19 and FY 20, to date. What, if any, an organization does the Office partner with to register individuals to vote?

ANSWER: In FY19, MORCA registered 891 individuals to vote. In FY20, to date, MORCA has registered 30 constituents. MORCA will work closely with the Board of Elections to register more constituents.

73. Please provide the number of individuals that received CDL training from the office in FY 19 and FY 20, to date.

ANSWER:

167 MORCA clients completed the CDL Class B Training Program in FY19.

114 MORCA clients completed the CDL Class B Training Program in FY20, to date.

74. Please describe any available services or supports to assist returning citizens with entrepreneurship. How many returning citizens took advantage of each opportunity in FY 19 and FY 20, to date.

ANSWER: In FY19, MORCA referred constituents to the Aspire to Entrepreneurship Program under DSLBD. In FY20, MORCA partnered with the Aspire to Entrepreneurship Program to host open office hours at MORCA. This partnership allows constituents to meet one-on-one with a business professional to discuss business development and business growth ideas.

75. Please list all outside agencies or organizational partners that currently have regular office hours at the Office, the services provided by each, and the hours they are available.

ANSWER: DLSBD's Aspire to Entrepreneurship program has office hours at the Office every Wednesday 2pm-5pm.

76. Please list, for FY 19 and FY 20, to date, any visits that the Office has made to corrections facilities.

Facility	Date	Purpose
Fairton	10/13/18	Family Reunification Trip
Petersburg	11/07/18	12-6 month release Outreach trip
Rivers	12/6/18	12-6 month release Outreach trip
Petersburg	12/5/18	12-6 month release Outreach trip
Rivers	12/6/18	12-6 month release Outreach trip
Hazelton FCI	1/23/19	12-6 month release Outreach trip
Beckley FCI	3/27/19	12-6 month release Outreach trip
Cumberland FCI	5/23/19	12-6 month release Outreach trip
Fairton FCI	6/4/19	12-6 month release Outreach trip
Fort Dix FCI	7/23/19	12-6 month release Outreach trip
Jessup Correctional Institution	8/1/19	12-6 month release Outreach trip
USP Hazelton	8/27/19	12-6 month release Outreach trip
FCI Fairton	10/13/18	Family Reunification trip
FCC Petersburg	11/11/18	Family Reunification trip
FCC Hazelton	12/15/18	Family Reunification trip
FCI Cumberland	3/16/19	Family Reunification trip
FCC Hazelton	6/22/19	Family Reunification trip
FCC Allenwood	7/20/19	Family Reunification trip

FY 20

Facility	Date	Purpose
FCI Fort Dix	11/20/19	12-6 month release Outreach trip
Schuylkill FCI	12/12/2019	12-6 month release Outreach trip
Petersburg	12/30/20	12-6 month release Outreach trip
FCI Fort Dix	11/16/19	Family Reunification trip
FCC Hazelton	12/21/19	Family Reunification trip

77. Please list any actions taken or programs initiated as a result of recommendations or policy statements from the Commission on Re-Entry and Returning Citizen Affairs ('the Commission').

ANSWER: The Commission hasn't made any program recommendations or policy suggestions in FY20, to date.

78. Please explain how the agency is working with the Commission and the Mayor's Office of Talent and Appointments to fill vacancies on the Commission.

ANSWER: We have vetted several candidates for the Commission.. As we determine those that want and can passionately serve on the Commission, we will recommend them for appointments to fill current vacancies through the Mayor's Office of Talent and Appointments.

79. In the FY 20 budget, the Council approved \$10,000 for the agency to support the Commission's goals and activities. Please list any expenditures made by the Office to support the Commission for FY 20, to date.

ANSWER: We are looking forward to utilizing the funds in FY20 to support the Commission's goals and activities.

80. Please list all meetings of the Criminal Justice Coordinating Council attended by the Executive Director of the Office, or a designee, and any recommendations provided to the Criminal Justice Coordinating Council at those meetings.

ANSWER: N/A

81. Please provide any additional recommendations of the Office, beyond those already described, to improve outcomes for returning citizens.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS
FOR
FISCAL YEAR 2020**

This Memorandum of Understanding (MOU) is being entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), and the Mayor's Office on Returning Citizen Affairs (MORCA), collectively referred to herein as the "Parties". The Parties now desire to establish an MOU as follows:

I. INTRODUCTION

DHS/ESA administers the District's Supplemental Nutrition Assistance Program (SNAP), as well as the SNAP Employment and Training (SNAP E&T) program, funded through the U.S. Department of Agriculture's (USDA) Food and Nutrition Service (FNS). The SNAP E&T program assists SNAP recipients by providing employment and training services tailored to meet their needs in achieving career goals.

MORCA provides useful information and services for the empowerment of previously incarcerated persons in order to create a productive and supportive environment where persons may thrive, prosper and contribute to the social, political and economic development of self, family, and community. These services include employment and case management services that are eligible for inclusion under the SNAP E&T program.

This MOU designates MORCA as a provider of SNAP E&T services to eligible clients and provides reimbursement for 50 percent (50%) of eligible expenses incurred in serving SNAP recipients, consistent with the amount of eligible expenses that DHS/ESA can seek reimbursement from USDA-FNS for.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the Parties and to set forth the responsibilities of the Parties in so far as they relate to the provision of employment and case management services for returning citizens that are registered and participating in a MORCA program and eligible for enrollment in SNAP E&T.

This MOU recognizes that MORCA shall recruit and enroll two hundred (200) eligible returning citizens into the SNAP E&T program, including customers that are referred to MORCA through DHS/ESA. This allows DHS/ESA to expand the overall range of services available to SNAP E&T participants and provide more clients with eligible employment and case management services.

III. SCOPE OF SERVICES

A. RESPONSIBILITIES OF MORCA

MORCA shall:

1. Recruit and enroll two hundred (200) eligible returning citizens into the SNAP E&T program, including customers that are referred to MORCA through DHS/ESA. Eligible SNAP E&T participants consist of individuals who receive SNAP benefits who reside in the District and are not currently receiving Temporary Aid for Needy Families (TANF) benefits or services. All participants must be verified as eligible by DHS/ESA.
2. Provide a combination of two or more of the allowable SNAP E&T program components listed below to each participant, along with comprehensive case management services and participant reimbursements. Funds may be used for the outreach, planning, implementation, and operation of these components.

Allowable SNAP E&T program components consist of:

- i. Job Search Training – Services that include employability assessments; training in techniques to increase employability such as interviewing, resume development, and job application techniques; job placement services; and other direct trainings or support activities, including educational programs, that expand the job search abilities or employability of participants.
- ii. Job Retention – Services intended to ensure job retention for a period of not less than 30 days but not more than 90 days after an individual who received other SNAP E&T services gains employment. Note that MORCA may provide retention services beyond 90 days at their discretion and are encouraged to do so, but may not be reimbursed for those services under the SNAP E&T program.
- iii. Education and Vocational Training – Education and/or vocational training that improves basic skills and literacy, or otherwise improves employability. This includes the provision of the following subcomponents:
 1. Basic Education and/or Foundational Skills Instruction (includes High School Equivalency programs)
 2. Career and/or Technical Education Programs or Other Vocational Training
 3. English Language Acquisition
 4. Integrated Education and Training or Bridge Programs; and
 5. Work Readiness Training.
- iv. Improving Employability – Services designed to improve the employability of household members through actual work experience or training, or both, and to enable individuals employed or trained under such programs to move promptly into regular public or private employment, including subsidized employment and apprenticeships.

These opportunities cannot (1) provide any work that has the effect of replacing the employment of an individual not participating in the employment or training experience program; and (2) must provide the same benefits and working conditions that are provided at the job site to employees performing comparable work for comparable hours. Participants must not be required to work more hours than the total obtained by dividing the household's monthly SNAP allotment by the minimum wage, and must not be required to work more than one hundred twenty (120) hours per month. This includes the provision of the following subcomponents:

1. On-the-Job Training
 2. Pre-Apprenticeships and/or Apprenticeships
 3. Internship programs; and
 4. Work Experience.
3. Provide participant expenses that are reasonable and necessary to carry out an Employment and Training component. These expenses may include:
- i. Tuition and course registration fees
 - ii. Books
 - iii. Testing fees
 - iv. Clothing, personal safety items, tools or uniforms to participate in a SNAP E&T component or to be used for a job
 - v. Licensing and bonding fees for a work experience program
 - vi. Vision correction (such as eyeglasses, bifocals, eye exam)
 - vii. Dental work (such as teeth cleaning)
 - viii. Legal services
 - ix. Union Dues (in some cases)
 - x. Case management
 - xi. Dependent care
 - xii. Transportation to and from the SNAP E&T component or employment
4. Provide comprehensive case management services for each participant, including the establishment and tracking of an action plan that is specific to a client's identified interests and needs.
5. Within the framework of eligible SNAP E&T components and allowable activities detailed above, MORCA agrees to provide SNAP E&T clients with:
- i. Case management services, information, and connections to resources specifically designed to support returning citizens in mitigating barriers and gaining meaningful employment opportunities. The organization works with local organizations – like shelters, halfway houses, court agencies and community-based organizations – to identify returning residents who require assistance.

8. Assist MORCA in ensuring that all services conducted under this MOU represent a supplement to existing services and programs and do not supplant any existing services.

C. JOINT RESPONSIBILITIES

MORCA and DHS/ESA shall:

1. Maintain on-going communications regarding SNAP E&T program operations, including monthly partner meetings and regular check-ins between DHS/ESA SNAP E&T grants management staff and MORCA program staff.
2. Collaborate on participant case management when applicable and referrals of clients to appropriate services.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2019 through September 30, 2020, unless terminated in writing by the Parties prior to the expiration.
- B. This MOU shall terminate on September 30, 2020, but may be extended, contingent upon the availability of funds, in one (1) year increments, provided a written notice is given by the party seeking the extension at least thirty (30) days prior to the expiration date. In no event shall this MOU extend more than four (4) option periods from the date that the original MOU was executed.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

This MOU is entered into pursuant to the Food and Nutrition Act of 2008, effective October 1, 2008 (Pub. L. No. 110-246; 7 U.S.C. §§2011, et seq.), as amended; Title 1, Chapter 50 of the District of Columbia Municipal Regulations; and any other applicable District and federal laws and regulations. The award is for federal funds that are passed-through the Grantor. The Office of Management and Budget (OMB) circulars A-87, A-102, A-110, A-21, A-122, A-133, and A-B3 apply in the management of these funds and are incorporated herein by reference.

If there are any conflicts between the terms and conditions of this MOU and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. MORCA estimates that they will serve approximately 200 SNAP E&T enrolled customers at a total cost that shall not exceed four hundred and eight thousand, nine hundred sixty-four dollars (\$408,964.00) in allowable expenditures. Through the use of federal SNAP E&T funding, DHS/ESA shall reimburse MORCA for up to fifty percent (50%) of allowable expenditures, not to exceed two hundred and four thousand, four hundred eighty-two dollars (\$204,482.00) in total reimbursements. Funding for these services shall not exceed fifty percent (50%) of the actual cost of the services provided, including labor, materials and actual overhead. Funding totals are contingent on approval in the FY 2020 DC SNAP E&T State Plan and subsequent modifications by FNS.
2. Only allowable participant and program expenditures incurred by MORCA are reimbursable by DHS/ESA. MORCA will not invoice DHS/ESA for any funds covering subsidized employment, retention benchmarks, paid internships, or training stipends and shall not use or commingle funds from this MOU with other federal funds. Regulations at 7 C.F.R. §273.7 and in OMB Circular A-87 (relocated at 2 C.F.R. §225.55) further specify unallowable uses of SNAP E&T funds. Funds may not be used for any of the following purposes:
 - i. In-kind services (any service which is donated or volunteered).
 - ii. Funds used for SNAP E&T components cannot be already designated as match for another federal program.
 - iii. Services for the purpose of overcoming barriers to SNAP participation that make them exempt from Federal work registration altogether, such as mental health, drug or alcohol treatment and rehabilitation programs.
 - iv. Services (including tuition and academic fees) above what is already charged to the public.
 - v. Meals away from home.
 - vi. Other disallowed costs, per OMB Circulars A-21 and A-87 (relocated at 2 C.F.R. §225.55). Examples include:
 - vii. Bad debt expenses
 - viii. Political contributions
 - ix. Fines and penalties for failure to comply with Federal, State or Local laws
 - x. Legislative expenses
 - xi. Losses not covered by insurance
 - xii. Cost of construction or purchase of facilities or buildings
 - xiii. Sectarian worship or proselytization
 - xiv. Refreshments
 - xv. Promotional items and memorabilia

Items that have already been deemed unallowable by USDA's Food and Nutrition Service include:

- i. Personal computers
- ii. Living stipends
- iii. Vehicle purchases
- iv. Automobile insurance
- v. Student loans

- vi. Relocation expenses
- vii. Food and Parties

B. PAYMENT

1. Payment for all of the goods and services shall be made through an Intra-District advance by DHS/ESA to MORCA based on the total amount of this MOU. Advances to MORCA for the services to be performed shall not exceed the amount of this MOU.
2. MORCA shall relieve the advance and bill DHS/ESA monthly through the Intra-District process only for those services actually provided pursuant to the terms of this MOU and MORCA's fiscal year 2020 SNAP E&T budget, submitted using a template provided by DHS/ESA and hereby incorporated by reference and made part of this MOU.
3. MORCA shall use invoicing templates provided by DHS/ESA to report expenditures and provide supporting data and narratives on clients served on a monthly basis to program staff. Invoices shall include costs listed by designated categories, including labor costs, overhead, and participant reimbursements. Supporting documentation will clearly identify the percentage of staff time or operating expenses committed to serving SNAP E&T customers and calculate requested reimbursements based on these percentages.
4. Costs charged to SNAP E&T must be consistent with how other Federal, State and local grants are charged. DHS/ESA cannot be charged more (or less) than how other grants are charged. Further definitions for reasonable and necessary costs can be found in Office of Management and Budget (OMB) Circular A-87 (relocated at 2 C.F.R. §225.55).
5. MORCA shall return any excess advance to DHS/ESA by September 30, 2020.
6. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.
7. Any expenditure disallowed by audit or other DHS or Federal government review shall be subject to repayment by MORCA.
8. MORCA shall submit a final report within thirty (30) days after the expiration of the Agreement using a template provided by DHS/ESA, summarizing accomplishments, issues and recommendations.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341,

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

VII. COMPLIANCE AND MONITORING

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

- A. The DHS/ ESA MOU Administrator, or his designee, shall monitor the performance of the grant requirements as set forth in this Grant Agreement (Agreement). The Administrator shall make periodic site visits to monitor the implementation of the scope of work and terms and conditions. There shall be up to four scheduled visits during the fiscal year.
- B. MORCA shall provide the DHS/ ESA MOU Administrator and other authorized representatives of DHS/ESA such access to its facilities, records, clients and staff as may be deemed necessary for monitoring purposes.
- C. MORCA shall participate in the evaluation of the SNAP E&T program by the appropriate internal staff and/or external evaluators, as approved by DHS/ESA. These activities may include, but are not limited to, site visits, community surveys, or other data collection activities. MORCA shall work with DHS/ESA to refine programming performance indicators and outcome of performance measures, if applicable.

VIII. RECORDS AND REPORTS

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

MORCA shall track the progress of all SNAP E&T clients. Records relating to the services provided under this Agreement must be maintained by MORCA for all SNAP E&T clients and shall be kept in paper and/or electronic formats consistent with MORCA's current tracking procedures, and must include the following:

- A. Intake and assessment – Copies of all intake documentation provided and completed by the client. It must show evidence that an assessment process was completed with the client to determine the most appropriate service and an action plan for follow-up steps was created.

- B. Eligibility verification – Evidence that the client’s eligibility was checked through DHS/ESA and confirmed prior to the start of SNAP E&T billable services. Eligibility verification is required each time the service component is extended or a new program activity is added. DHS/ESA shall notify MORCA if a client loses SNAP eligibility, at which point they must exit SNAP E&T supported services with the exception of a 90-day employment retention services period.
- C. Client progress – Client progress information which includes: the activity the client is engaged in, the dates of participation in that activity, regular program progress notes, and client disposition (for example, completion of an eligible SNAP E&T component, job placement information, wage rate and benefits).
- D. Performance and outcomes reporting - MORCA shall report on program performance and outcomes on a monthly basis by providing individual record level data using templates provided by DHS/ESA, including data related to job placement, credentials earned and program completions. This information is used for DHS/ESA’s management information system for the program to fulfill federal reporting requirements and evaluate outcomes. Reporting requirements, templates, and systems may change based on DHS/ESA needs related to compliance and performance tracking. The performance management process includes the identification of specific, measurable, achievable, relevant, and time-based (SMART) goals for MORCA’s SNAP E&T program. MORCA will also submit a monthly narrative report using a template provided by DHS/ESA documenting successes, challenges, and technical assistance needs that includes content on progress towards SMART goals.
- E. MORCA must provide a detailed description of program services to DHS/ESA using a provided template within 30 days of execution of this MOU to ensure appropriate referrals of SNAP E&T clients can be made by DHS/ESA. DHS/ESA should be notified of any significant program changes and an updated description of services shall be shared in writing.

IX. CONFIDENTIAL INFORMATION

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

X. TERMINATION

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

XI. NOTICE

The following individuals are the point of contacts for each Party under this MOU:

For DHS:

Geoff King SNAP E&T Program Manager
Economic Security Administration
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 727-0984
Email: Geoff.King@dc.gov

Carlous Price
SNAP E&T Program Analyst
Economic Security Administration
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 299-3554
Email: Carlous.Price@dc.gov

For MORCA:

Derrick Colbert
Director of Operations
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Jr. Ave, S.E.
Suite 100
Washington, DC 20020
(202) 715-7671

XII. MODIFICATIONS

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

XIII. PROCURMENT PRACTICES ACT

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

XIV. MISCELLANEOUS

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

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

FOR THE DEPARTMENT OF HUMAN SERVICES:

Laura Green Zeilinger
Director

Date

FOR THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS:



Lamont Carey
Director, Mayor's Office on Returning Citizen Affairs

10/28/19
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF EMPLOYMENT SERVICES
AND
THE MAYOR'S OFFICE OF RETURNING CITIZENS AFFAIRS**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the Mayor's Office of Returning Citizens Affairs (MORCA) and the Department of Employment Services (DOES) referred to herein collectively as "Parties" and individually as "Party."

MORCA was established to provide information for the empowerment of previously incarcerated persons in order to create a productive and supportive environment where persons can thrive, prosper, and contribute to the social, political, and economic development of self, family, and community. MORCA's mission is to offer zealous advocacy, high-quality services and products, and up-to-date, useful information for previously incarcerated persons.

DOES provides comprehensive employment services to ensure a competitive workforce, full employment, life-long learning, economic stability and the highest quality of life for all District residents. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

Under the Division of State Initiatives (DSI), DOES operates a number of transitional employment programs serving individuals, including senior residents, in need of specialized employability development services. By offering soft skills training, short-term subsidized employment, job coaching support, ancillary wraparound services, occupational skills training, educational enhancement, and placement assistance, DOES DSI prepares residents to secure and maintain gainful full and part time employment in various industry sectors.

DOES and MORCA have a long-standing history of partnering to enhance returning citizens' access to workforce development services. This includes working with the D.C. Department of Corrections (DOC), the Court Services and Offender Supervision Agency (CSOSA), and other criminal justice organizations in providing employment related services to District residents released from both federal and local institutions. Through direct referrals from: CSOSA, the DOC/DOES Work Readiness Program, the DOC READY Center (portal of entry), and other criminal justice agencies, MORCA and DOES support the successful community reintegration of male and female returning citizens.

II. PURPOSE

To support returning citizens as they navigate the workforce development system, MORCA will provide funding to offset monthly transportation costs for up to 90 days following engagement with DOES. These resources will be used for transportation to scheduled workforce development activities including job readiness training, interviews, job fairs, subsidized and unsubsidized employment sites, and other employment related events.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF MORCA

MORCA shall:

1. Provide transportation assistance¹ for the District's eligible² returning citizen population through the provision of funding in the amount of \$100,000 to DOES.
2. Verify eligibility of each individual through BOP.gov.
3. Complete all forms and take other actions, as necessary, to facilitate the Intra District transfer of said funds to DOES.
4. Provide any information requested to carry out the purposes of this MOU.
5. Create all materials to be distributed to the public ensuring that DOES logos, taglines, identifiers and/or other branding shall appear on all products, programs, activities, services, resources and related property and materials created, pursuant to this MOU.
6. Reserve the right to pause delivery of funds, with reasonable notice to DOES DSI, if any of the terms or conditions of the MOU are not fulfilled or should circumstances arise that cause need for further analysis.

¹ Assistance is provided in the form of a \$30 reloadable SmartTrip Card

² In order to be eligible, a returning citizen must have been released from a BOP facility within 1 year of the referral from MORCA and enrolled in DOES DSI workforce development programming, at the time that transportation assistance is sought.

B. RESPONSIBILITIES OF DOES DSI

DOES DSI shall:

1. Provide transportation assistance to eligible returning citizens referred directly by MORCA who are enrolled in DOES DSI programming, at the time that transportation assistance is sought.
2. Provide \$90 per month in transportation assistance to cover the cost of transportation to and from employment related activities for a maximum of 3 months.
3. Collect a signed "Transportation Acknowledgement Form," (Attachment A), each instance that transportation assistance is provided to an eligible returning citizen.
4. Provide a reconciliation report to MORCA within 5 business days of each distribution detailing the amount of transportation assistance provided, returning citizens' names, and Ward of residence.
5. As needed, communicate with MORCA to discuss the status of transportation assistance distribution and any issues related to program expenditures.
6. Reserve the right to pause transportation assistance delivery to DOES DSI workforce development participants, with reasonable notice to MORCA, if any of the terms or conditions are not fulfilled or should circumstances arise that cause need for further analysis.
7. Provide DOES logos, taglines, identifiers and/or other branding to MORCA for use on all products, programs, activities, services, resources and related property and materials created, pursuant to this MOU.

IV. DURATION OF THE MOU

This MOU shall become effective on the date of the final signature of all Parties. The duration of the MOU shall be from the date of the final signature through September 30, 2020, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code 1-301.01(k) and any other authority under the Parties' programs.

VI. FUNDING PROVISIONS

A. TRANSFER OF FUNDS/COST OF SERVICES

1. Total funds to be transferred to DOES in Fiscal Year 2020 under this MOU shall not exceed \$100,000.00.

2. Payment is projected to cover transportation costs for returning citizens engaged in workforce development programming, including job readiness training, subsidized work experience, education/skills training, and all facets of unsubsidized job search.
3. In the event of termination of the MOU, any refund of unspent funds to MORCA shall be held in abeyance until all required fiscal reconciliation.

B. PAYMENT

1. Payment for the goods and/or services shall be made through a one-time Intra District transfer by MORCA to DOES, based upon the total amount of funds authorized by this MOU, or the actual cost of services, whichever is less.
2. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. COMPLIANCE AND MONITORING

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

D. RECORDS AND REPORTS

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

VII. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate any party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. §1341. The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C.

Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. MODIFICATIONS AND EXTENSIONS

1. The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.
2. Modification or extension of this MOU shall be in writing, in the form of a modification signed and dated by authorized representatives of the Parties.
3. Any modification of the MOU shall occur prior to its expiration.

IX. TERMINATION

Either Party may terminate this MOU at any time by giving 90 days written notice to the other Party and a written report on the status of all transportation assistance provided to returning citizens, pursuant to this MOU. This MOU may also be terminated immediately by either Party for the following reasons:

1. Lack of funding.
2. Changes in applicable law.
3. Lack of Congressionally approved budget.
4. Changes in District or federal policy affecting the services described in this MOU.
5. Changes in the structure or the nature of the program covered by this MOU.
6. Elimination of the program or services covered by this MOU.
7. Failure of the other Party to comply with District and Federal laws, rules and regulations.

X. NOTICE

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

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

DOES: Charles Jones, Deputy Director
Division of State Initiatives
Department of Employment Services
4058 Minnesota Ave., NE
Washington, D.C 20019
(202) 698-5599 (Office)
charles2.jones@dc.gov

MORCA: Lamont Carey
Acting Director
Mayor's Office of Community Affairs
1350 Pennsylvania Avenue NW, Suite 332
Washington, D.C. 20004
202-442-8150 (Office)
lamont.akins@dc.gov

XI. CONTROLLING LAWS AND REGULATIONS

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to the services provided pursuant to this MOU in accordance with all relevant and applicable federal and local statutes, regulations and policies, including the law governing the protection of sensitive information pertaining to offenders (e.g., the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts). The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

XII. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

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

XIII. LIABILITY

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

XIV. NOTICE OF CLAIMS

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

XV. PUBLICITY AND MEDIA

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

DOES logos, taglines, identifiers and/or other branding shall appear on all products, programs, activities, services, resources and related property and materials created, pursuant to this MOU.

XVI. SEVERABILITY

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

XVII. HEADINGS/COUNTERPARTS

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

XVIII. JOINTLY DRAFTED

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

XIX. AUTHORITY OF THE PARTIES


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

XX. ENTIRE AGREEMENT

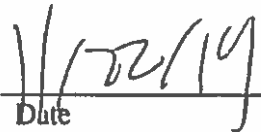
This MOU contains the entire understanding of the Parties with respect to the matters contained herein and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of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

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

For the Department of Employment Services

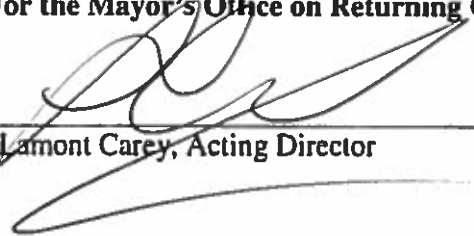


Dr. Unique Morris-Hughes
Director

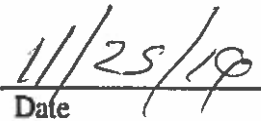


Date

For the Mayor's Office on Returning Citizens Affairs



Lamont Carey, Acting Director



Date