

**EDUCATIONAL PARTNERSHIP
MEMORANDUM of AGREEMENT
between
EXCELSIOR COLLEGE
and
THE DISTRICT OF COLUMBIA**

This Memorandum of Agreement (MOA) is made as of the 14th day of August, 2015 by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as "Excelsior"), and the government of the District of Columbia, a government entity organized and operating under the laws of the District of Columbia, having its principal office located at 1350 Pennsylvania Ave., N.W., Washington, D.C. 20004 (hereafter referred to as the "District"), collectively the "Parties" and individually a "Party".

Benefits Offered by Excelsior College:

1. Excelsior will provide the District's employees and their spouses or domestic partners who enroll in Excelsior after the effective date of this Agreement with a special discount from its stated fees and tuition, consistent with the pricing schedules, accessible through the following Excelsior website, <http://www.excelsior.edu/web/partners/corporate>. Excelsior will provide the District with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates detailed on the aforementioned link.
2. Subject to the District's policies and discretion, Excelsior will provide marketing materials to the District in order to support internal promotion of partnership benefits.
3. As a part of this agreement, the District will also have access to Excelsior College's National Cybersecurity Institute. That access includes access to research and scholarship on the latest issues in cybersecurity, monthly free webinars and blog postings, 30 subscriptions to the institute's monthly newsletter, and 30 copies of the Institute's books and journals on cybersecurity issues.

Partner Contributions:

1. Subject to the District's policies and discretion, the District will work with Excelsior to communicate the benefits of this MOA and many educational opportunities available at the College.

General Terms:

1. Excelsior will provide the District with a depiction of its logo and approved text, and the District is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Excelsior in writing. Likewise, the District will provide Excelsior with a depiction of its logo, and Excelsior is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party without the prior written approval of that Party. The text of all references by either Party to the other Party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other Party.


2. Excelsior's standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner seeks enrollment will apply.
3. The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees and their spouses or domestic partners will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account.
4. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.
5. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorney's fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
6. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
7. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
8. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
9. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE

DISTRICT OF COLUMBIA

James N. Baldwin
Vice President and Chief of Staff



Ventris C. Gibson
Director, DC Department of Human Resources

Date

11-23-15

Date

**EDUCATIONAL PARTNERSHIP
AGREEMENT
Between
SOUTHERN NEW HAMPSHIRE UNIVERSITY
and
THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Educational Partnership Agreement (hereafter “Agreement”) is made as of the 13th of April, 2018 by and between Southern New Hampshire University (hereafter referred to as “SNHU”), with its address at 2500 North River Road, Manchester, NH 03106, and the District of Columbia Department of Human Resources (hereafter referred to as “DCHR”), a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street NW, Suite 330 South, Washington, District of Columbia 20001, collectively referred to as the “Parties”.

A. PURPOSE AND SCOPE:

The purpose of this Agreement is to form a partnership with SNHU and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF SNHU:

1. At no cost to the District or DCHR, SNHU will provide District of Columbia government employees and their spouses or registered domestic partners with a 10% tuition reduction on SNHU’s course-based College of Online and Continuing Education degree programs, and a discounted rate of \$3,000 per year (\$1,500 per term) on SNHU’s competency-based College for America degree programs, when the identified individuals enroll in SNHU after the effective date of this Agreement. Notwithstanding the foregoing, SNHU shall retain full authority over admission to its programs.
2. SNHU will provide DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition rate.
3. SNHU will provide marketing materials for DCHR to use, subject to the District’s/DCHR’s policies and discretion, in order to support internal promotion or partnership benefits.

4. SNHU's standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner seeks enrollment shall apply.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will invite representatives from SNHU to participate in government-wide events in which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District government employees.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's/DCHR's policies and discretion, in order to notify District government employees of the programs associated with this Agreement.

D. GENERAL TERMS:

1. SNHU will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes at the District's/DCHR's discretion in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by SNHU in writing. Likewise, DCHR will provide SNHU with a depiction of its logo, and SNHU is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District/DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and SNHU are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture or any other relationship between the Parties. Each Party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other personnel providing services hereunder. Neither Party shall have the authority to make any commitment on behalf of the other.
3. DCHR and SNHU agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status

as a covered veteran, or any other legally-protected status within the limits imposed by applicable state and federal laws and SNHU policies.

4. DCHR acknowledges and agrees that SNHU is subject to the requirements of the Higher Education Act of 1965 as amended (20 U.S.C 1070 *et seq.*), and regulations promulgated by the U.S. Department of Education pertaining to, among other things, the institution's participation in the Title IV federal student assistance programs, including the final regulations published in the Federal Register on October 29, 2010 by the U.S. Department of Education and effective July 1, 2011 (the "Program Integrity Rules"). DCHR further acknowledges and agrees that it shall not make any representations, besides those made by SNHU to DCHR, to a Participant, student, or prospective student, any member of the public, any accrediting agency, any state agency or the U.S. Department of Education concerning SNHU's programs, including the College for America program, the cost of its educational programs, the availability of financial assistance, the employability of graduates, the transferability of credits, or its relationship with the U.S. Department of Education. DCHR acknowledges and agrees that neither it nor any of its employees, officers, directors or agents shall make any representation, besides those made by SNHU to DCHR, about any aspect of SNHU or its educational programs, including but not limited to the College for America program and the College of Online and Continuing Education program. DCHR agrees that SNHU shall preapprove all program information, promotional and marketing information, financial aid information, or other information provided to others which purports to represent information about SNHU programs, including the College for America program and the College of Online and Continuing Education program, or any of its related services including financial aid administration, transferability of credits, costs, employment of graduates, or its relationship with the U.S. Department of Education.

E. NOTICE

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

Southern New Hampshire University

Sarah Normand
Strategic Partnership Manager
1230 Elm Street
Manchester, NH 03101
(603) 314-7621

DC Department of Human Resources

Williar St. Vil
HR Specialist
441 4th Street NW Suite 330S
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come

into possession of the other Party's confidential business, employee and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

G. TERMINATION

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees and their spouses or domestic partners will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts of currently enrolled District employees and their spouses or domestic partners for the remainder of the academic term in which they are in or for District employees and their spouses or domestic partners who have enrolled and paid tuition and/or fees for an upcoming academic term.

H. MODIFICATIONS

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

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the laws of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
5. This Agreement will commence on June 1, 2018, and is for a term of three academic calendar years.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective on the date indicated above.

SOUTHERN NEW HAMPSHIRE UNIVERSITY

David Coyner
Vice President, Sales

Date

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**

Ventris C. Gibson
Ventris C. Gibson
Director, DC Department of Human
Resources

4-24-18
Date



**MEMORANDUM OF AGREEMENT BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES
and
STRATEGIC EDUCATION, INC**

This Memorandum of Agreement (hereafter “Agreement”) is between the District of Columbia Department of Human Resources (hereafter referred to as “DCHR”) and Strategic Education, Inc. (hereafter referred to as “SEI”) and collectively referred to as the “Parties”.

I. INTRODUCTION AND BACKGROUND

The Pathways to District Government Careers Amendment Act of 2018 (“Act”), which became law on February 22, 2019, established new partnerships between the Department of Human Resources (DCHR) and District public high schools to promote pathways to District government employment, including apprenticeships, for District public high school graduates. The Act requires the District government create apprenticeship programs from at least five apprenticeable occupations, with at least one program being in information technology. This Agreement between DCHR and SEI establishes the Information Technology Support Assistant Apprenticeship Program (hereafter referred to as the “Apprenticeship Program”).

DCHR provides human resource management services that strengthen individual and organizational performance and enables the District government to attract, develop and retain a well-qualified, diverse workforce.

SEI is a student-focused education services company that seeks to provide the most direct path between learning and employment through high-quality campus-based and online post-secondary education offerings, as well as through programs to develop job-ready skills for high-demand markets. SEI operates primarily through wholly-owned subsidiaries Strayer University and Capella University, both regionally accredited institutions of higher education that serve over 90,000 students.

II. PURPOSE AND SCOPE

The purpose of this Agreement is to clearly define the roles and responsibilities of each of the Parties as they relate to the Apprenticeship Program. The Apprenticeship Program will give apprentices an opportunity to earn a fully funded Associate Degree with SEI, through its educational institution, Strayer University, while receiving on-the-job training with the District government. Apprentices who participate in the program will gain exposure to professional careers, acquire and practice essential work skills, and build a professional network.

Memorandum of Agreement between DCHR and SEI

Apprentices in the Apprenticeship Program will work alongside high performing professionals within the District government. This experience will include, but will not be limited to, skills appropriate project tasks, coaching, job shadowing and seminars.

III. LEGAL AUTHORITY

The authority for this Agreement may be found at D.C. Official Code §§ 1–610.81 *et seq.*

IV. RESPONSIBILITIES OF SEI

1. SEI will fully pay each apprentice's tuition at Strayer University as long as each apprentice is part of the Apprenticeship Program. SEI will not assess any cost to the District of Columbia government or DCHR during the Apprenticeship Program, if the Apprenticeship Program is canceled, or if an apprentice is terminated from the Apprenticeship Program.
2. SEI will fully pay each apprentice's textbook and other fees at Strayer University. SEI will not seek reimbursement for textbook and other fees from the District of Columbia government or DCHR during the Apprenticeship Program, if the Apprenticeship Program is canceled, or if an apprentice is terminated from the Apprenticeship Program.
3. SEI shall not be responsible for any payments to DCHR. DCHR's participation shall not be based upon any referrals for new or continuing enrollment of students.
4. SEI will identify the number of eligible apprentice-candidates to apply to the Apprenticeship Program.
5. SEI shall have no authority to make hiring, firing, or employment-related decisions pertaining to apprentices hired by DCHR.
6. SEI will provide DCHR with the apprentices' attendance and school performance, which are part of the apprentices' overall performance in the program that will determine progress and eventual completion of the program; provided apprentice executes an authorization release form in Section IV.7 below.
7. SEI will provide DCHR with an authorization release form to provide to Apprenticeship Program participants that authorizes SEI to release participants' attendance and school performance records to DCHR.
8. SEI, through Strayer University, will be the provider for the related instruction of 90 quarter hours in the occupation pathway of information technology. Upon successful completion of the 90 quarter hours, the apprentice will be awarded an Associate Degree from Strayer University.

V. RESPONSIBILITIES OF DCHR

1. DCHR will develop, manage, implement and oversee the Apprenticeship Program and its elements, which shall include, but are not limited to preplanning, posting the Apprenticeship Program application on DCHR's website, recruiting applicants, hiring apprentices, recruiting

Memorandum of Agreement between DCHR and SEI

host agencies, recruiting mentors, planning and organizing all meetings, and planning and organizing the matching process.

2. DCHR is the sole employer of the apprentices. DCHR remains solely responsible for interviewing, hiring and selecting eligible Apprenticeship Program applicants to work at District agencies. DCHR is responsible for setting the work hours, rate of pay and all employment policies and procedures for such apprentices. DCHR retains all responsibility for supervising, directing and managing the performance of all apprentices it hires. DCHR retains the right to terminate apprentices consistent with District government policies and procedures at its sole discretion.
3. In order to be eligible to participate in the Apprenticeship Program, qualified candidates must meet the following qualifications:

| | |
|-------------------|---|
| Age: | 18 and over |
| Education: | Graduate of a District of Columbia Public Schools (DCPS) or District of Columbia Public Charter Schools (DCPCS) high school or received a G.E.D. or its equivalent from the District of Columbia. Applicants must furnish DCHR with documentation showing proof of graduation or a District of Columbia issued G.E.D. certificate or its equivalent. Must also be accepted or currently enrolled in Strayer University. |
| Experience: | Prior work experience in information technology or closely related field is preferred but not required. |
| Residency: | Must be a District resident. |
| Physical Ability: | Must be physically able to perform duties of the occupation or trade. |
| Testing: | Successfully pass written and/or oral exams on fundamental reading, writing, general math and critical thinking as administered by DCHR or the relevant education/training provider. The applicant must possess the prerequisite basic reading, writing, math and communication skills. |
| Skills: | Strong verbal and written communication skills, and strong computer skills. |
| Suitability: | Pre-employment criminal background check; Pre-employment drug and alcohol test. |

4. Upon successful completion of candidate interviews, background screening and verification, and pre-employment drug and alcohol testing, DCHR will notify SEI of selected candidates for the Apprenticeship Program within fifteen (15) calendar days of an official offer being extended to the candidate and accepted.
5. Each apprentice hired by DCHR shall be employed for a period of one (1) year, subject to the District government's right to terminate the apprentice's employment at any time for any violation of the District's laws, rules, policies, procedures, DCHR's Apprenticeship Standards or if business conditions dictate and notice of termination of this Agreement is provided. At the end of a successful one-year period and successful completion of the Apprenticeship Program, DCHR will evaluate the apprentice for continued employment with the District of Columbia government.

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6. DCHR shall pay the apprentice's wages during the Apprenticeship Program. The apprentice's wages do not include payment of any Strayer University tuition, textbook or other fees.
7. DCHR will participate and provide feedback via SEI's student evaluation process during the first month, sixth month and twelfth month marks of the Apprenticeship Program.
8. DCHR may terminate this Agreement with SEI in the event that the Apprenticeship Program is canceled or deregistered at the request of DCHR, or the Apprenticeship Program is deregistered for reasonable cause by the D.C. Registration Agency, as outlined in section 1106 of the D.C. Apprenticeship Registration Agency Rules and Regulations. Deregistration of the Apprenticeship Program may occur when the Apprenticeship Program is not conducted, operated or administered in accordance with the Apprenticeship Program's registered provisions or requirements of the Rules and Regulations for Apprenticeship Programs, including but not limited to:
 - a. Failure to provide on-the job-learning;
 - b. Failure to provide related instruction;
 - c. If DCHR demonstrates persistent and significant failure to perform successfully in its operation of the Apprenticeship Program; or
 - d. Showing no substantial improvement in the areas previously identified during monitoring as requiring corrective action.
9. DCHR may elect to take disciplinary action against an apprentice for failure to comply with the Apprenticeship Agreement (which shall be between DCHR and the apprentice), Apprenticeship Standards or District of Columbia Personnel regulations. If the necessary action is termination, the apprentice will be terminated from employment with the agency and the Apprenticeship Agreement is canceled. Though not an exhaustive list, the following classes of conduct and performance deficits by an apprentice constitute cause and warrant disciplinary action:
 - a. Failure to show progress to completion of the Apprenticeship Program;
 - b. Failure to stay in good academic standing with Strayer University;
 - c. Failure to meet performance standards;
 - d. Inability to carry out assigned responsibilities or duties;
 - e. Conviction of a felony, criminal offense that is related to the employee's duties or his or her agency mission;
 - f. Unexcused tardiness;
 - g. Unauthorized absence;

Memorandum of Agreement between DCHR and SEI

- h. Sexual misconduct;
 - i. Falsification of official records concerning attendance; or
 - j. Using, being under the influence of, or testing positive for an intoxicant while on duty.
10. If DCHR does not see progress or evaluates the apprentice as a less than ideal fit for the position, DCHR can terminate the apprentice at any time and resulting in the cancelation of the Apprenticeship Agreement. If all apprentices are terminated from the Apprenticeship Program, DCHR may seek to cancel the Apprenticeship Program.
11. DCHR shall have full enforcement of the Apprenticeship Standards. Its decision will be final and binding.
12. DCHR shall have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any deliverables created in connection with SEI's curriculum.

VI. GENERAL TERMS

1. SEI will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each use has been previously approved by SEI in writing. Likewise, DCHR will provide SEI with a depiction of its logo, and SEI is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable District and federal laws and regulations.
3. DCHR and SEI are separate entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Neither Party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the Party to be bound.

VII. LIMITATION OF LIABILITY

To the extent permitted by law, in no event shall either Party be liable (whether in an action in

Memorandum of Agreement between DCHR and SEI

negligence, contract, or tort or based on a warranty or otherwise) for any lost profits, business loss, or any indirect, special, incidental, consequential, or punitive loss or damages, incident to or arising out of or in any way connected with or resulting from this Agreement, whether or not the Party has been advised of the possibility of such damages.

VIII. TERMINATION OF THE AGREEMENT

Either Party may terminate this MOA in whole or in part, effectively terminating the Apprenticeship Program, by giving thirty (30) calendar days advance written notice to the other Party and a written status report on the apprentices receiving services pursuant to this MOA.

If termination is exercised by DCHR, DCHR must notify apprentices in writing thirty (30) calendar days before the Apprenticeship Program ends and ensure that the apprentices receive any remittance due them.

If termination is exercised by SEI, SEI must notify apprentices in writing of their status as students at Strayer University within thirty (30) calendar days.

IX. TERMINATION OF THE APPRENTICE FROM THE APPRENTICESHIP PROGRAM

An apprentice's expulsion from Strayer University will result in the apprentice's termination from the Apprenticeship Program. If an apprentice has executed an authorization release form in Section IV.7 above, SEI must notify DCHR thirty (30) calendar days prior to terminating or expelling an apprentice from Strayer University and provide DCHR an opportunity to remedy or resolve the issue/matter prior to a final decision being made.

If the apprentice is terminated from the Apprenticeship Program for failing to adhere to District personnel rules and regulations or for not performing required job functions, or if the Apprenticeship Program is canceled, the apprentice can continue to pursue an Associate Degree at Strayer University, but the apprentice will be responsible for any remaining tuition balance still due.

SEI cannot seek reimbursement from the apprentice for tuition, textbook or other costs that have already been paid if the apprentice is terminated from the Apprenticeship Program or if the Apprenticeship Program is canceled.

X. NOTICE

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

DCHR Point of Contact:

Kwelli Sneed
Acting Dean, City University
District of Columbia Department of Human Resources
1015 Half Street, SE, Ninth Floor
Washington, DC 20003
(202) 304-8522
Kwelli.sneed1@dc.gov

SEI Point of Contact:

Jackie Hartwig
Director of Employability
Strategic Education Incorporated (SEI)
2303 Dulles Station Blvd.
Herndon, VA 20171
(612) 977-5147 (office);
(612) 220-8604 (mobile)
Jackie.Hartwig@strategiced.com

Memorandum of Agreement between DCHR and SEI

These individuals are responsible for the management and coordination of the requirements for their respective Party under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals.

XI. CONFIDENTIAL INFORMATION

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business, employee and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

XII. MODIFICATIONS

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

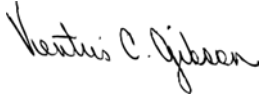
XIII. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be construed, interpreted, enforced and governed by and under the laws of the District of Columbia, without regard to conflict of law principles.
2. Each Party represents and warrants to the other that it is duly authorized with full power and authority to execute, deliver and perform its obligations and duties under this Agreement.
3. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
4. This Agreement may be executed in several counterparts (facsimile transmission or otherwise), each of which shall be an original, all of which shall constitute but one and the same instrument.

Memorandum of Agreement between DCHR and SEI

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

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson
Director

Date: September 30, 2020

STRATEGIC EDUCATION INC., SEI



Andrea Backman
Chief Employability Officer

Date: October 2, 2020

EDUCATIONAL PARTNERSHIP

MEMORANDUM of AGREEMENT

Between

STRAYER UNIVERSITY

and

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 24th day of January , 2017 by and between **Strayer University**, an educational institution that provides undergraduate and graduate degree program at campuses and online, and is located at 1133 15th Street, NW Suite 200, Washington, DC 20005 (hereafter referred to as Strayer University), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street, Suite 330 South, North West, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

A. PURPOSE AND SCOPE:

The purpose of this Agreement is to form a partnership with Strayer University and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF STRAYER UNIVERSITY:

1. Strayer University will provide the District of Columbia government’s employees and their spouses or registered domestic partners with a special pricing from its normal recorded tuition and fees, , when the identified individuals subsequently enroll in Strayer University after the effective date of this Agreement.
2. Strayer University will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
3. Strayer University will provide marketing materials to DCHR, subject to the District’s policies and discretion, in order to support internal promotion or partnership benefits.
4. Strayer University’s standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner enrolls shall apply.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from Strayer University to participate in government wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to support internal promotion and partnership benefits.

D. GENERAL TERMS:

Strayer University will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Strayer University in writing. Likewise, DCHR will provide Strayer University with a depiction of its logo, and Strayer University is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

E. NOTICE

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

Strayer University
Sean Zitney
Client Outreach Executive
Address:
(301) 767-5940

DC Department of Human Resources
Willair St.Vil
Human Resources Specialist
441 4th Street NW Suite 330so
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come

into possession of the other Party's confidential employee and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

G. TERMINATION

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees and their spouses or domestic partners will no longer be eligible for special pricing and will be notified by the District within a reasonable time for the parties to make changes to their student account.

H. MODIFICATIONS

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

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

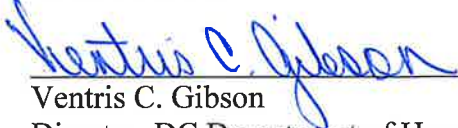
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

STRAYER UNIVERSITY

Jim Cecere
Senior Vice President, Corporate Development
Strayer University

Date

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**



Ventris C. Gibson
Director, DC Department of Human
Resources



Date

**EDUCATIONAL PARTNERSHIP
MEMORANDUM of AGREEMENT**

Between

**THE CATHOLIC UNIVERSITY OF AMERICA
METROPOLITAN SCHOOL OF PROFESSIONAL STUDIES
and**

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 9th day of January, 2017 by and between The Catholic University of America, 620 Michigan Ave NE, Washington DC 20064 (CUA), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street NW, Suite 330 South, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

A. PURPOSE AND SCOPE:

The purpose of this Agreement is to form a partnership between the CUA Metropolitan School of Professional Studies (CUA Metro) and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF CUA METRO

1. CUA will provide the District of Columbia government’s employees with a 10% discount from its regular recorded tuition and fees attached to this Agreement, when the individuals certified under this agreement enroll in CUA Metro after the effective date of this Agreement.
2. CUA will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
3. CUA will provide marketing materials to DCHR, subject to the District’s policies and discretion, in order to support internal promotion or partnership benefits.
4. CUA standards for admission and student policies shall apply to any District beneficiary who seeks enrollment or matriculates under this Agreement.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from CUA Metro to participate in government-wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to promote and support internal promotion and partnership benefits.

D. GENERAL TERMS:

CUA Metro will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by CUA in writing. Likewise, DCHR will provide CUA Metro with a depiction of its logo, and CUA is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose except in furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

E. NOTICE

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

The Catholic University of America
Metropolitan School of Professional Studies
Dr. Vincent Kiernan
Dean
620 Michigan Ave NE
Washington DC 20064
(202) 319-5256

DC Department of Human Resources
Williar St. Vil
HR Specialist
441 4th Street NW Suite 330s
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for

business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

G. TERMINATION

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees who are beneficiaries of this Agreement will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account. Benefits will continue for the current academic term in which they are enrolled and attending classes.

H. MODIFICATIONS

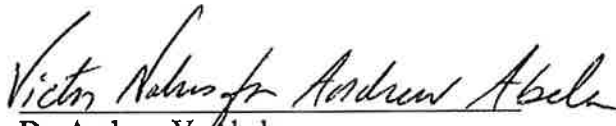
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.


THE CATHOLIC UNIVERSITY OF AMERICA


Dr. Andrew V. Abela
Provost

01/09/2017

Date

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**


Ventris C. Gibson
Director, DC Department of Human
Resources

2-8-17

Date

Certificates and Degrees Included in Educational Partnership Memorandum of Agreement

Between

The Catholic University of America, Metropolitan School of Professional Studies

and

The District of Columbia Department of Human Resources

Undergraduate certificates

Human Services Administration Certificate

Information Technology Certificate

Paralegal Studies Certificate (pending approval)

Undergraduate degrees

Associate of Arts in Paralegal Studies, A.A.P.S. (pending approval)

Associate of Science in Human Services, A.S.H.S.

Bachelor of Arts in Human Services, B.A.H.S. (pending approval)

Bachelor of Arts in Information Technology, B.A.I.T.

Bachelor of Arts in Interdisciplinary Studies, B.A.I.S.

Graduate degrees

Master of Health Administration, M.H.A.

Master of Science in Emergency Service Administration, M.S.-E.S.A.

Master of Science in Management, M.S.M. (offered in collaboration with the Busch
School of Business and Entrepreneurship)

Master of Science in Social Service Administration, M.S.-S.S.A.

**EDUCATIONAL PARTNERSHIP
MEMORANDUM of AGREEMENT**

Between

**THE CATHOLIC UNIVERSITY OF AMERICA
METROPOLITAN SCHOOL OF PROFESSIONAL STUDIES
and**

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 9th day of January, 2017 by and between The Catholic University of America, 620 Michigan Ave NE, Washington DC 20064 (CUA), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street NW, Suite 330 South, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

A. PURPOSE AND SCOPE:

The purpose of this Agreement is to form a partnership between the CUA Metropolitan School of Professional Studies (CUA Metro) and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF CUA METRO

1. CUA will provide the District of Columbia government’s employees with a 10% discount from its regular recorded tuition and fees attached to this Agreement, when the individuals certified under this agreement enroll in CUA Metro after the effective date of this Agreement.
2. CUA will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
3. CUA will provide marketing materials to DCHR, subject to the District’s policies and discretion, in order to support internal promotion or partnership benefits.
4. CUA standards for admission and student policies shall apply to any District beneficiary who seeks enrollment or matriculates under this Agreement.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from CUA Metro to participate in government-wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to promote and support internal promotion and partnership benefits.

D. GENERAL TERMS:

CUA Metro will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by CUA in writing. Likewise, DCHR will provide CUA Metro with a depiction of its logo, and CUA is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose except in furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

E. NOTICE

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

The Catholic University of America
Metropolitan School of Professional Studies
Dr. Vincent Kiernan
Dean
620 Michigan Ave NE
Washington DC 20064
(202) 319-5256

DC Department of Human Resources
Williar St. Vil
HR Specialist
441 4th Street NW Suite 330s
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for

business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

G. TERMINATION

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees who are beneficiaries of this Agreement will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account. Benefits will continue for the current academic term in which they are enrolled and attending classes.

H. MODIFICATIONS

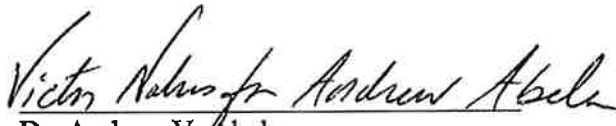
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.


THE CATHOLIC UNIVERSITY OF AMERICA


Dr. Andrew V. Abela
Provost

01/09/2017

Date

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**


Ventris C. Gibson
Director, DC Department of Human
Resources

2-8-17

Date

Certificates and Degrees Included in Educational Partnership Memorandum of Agreement

Between

The Catholic University of America, Metropolitan School of Professional Studies

and

The District of Columbia Department of Human Resources

Undergraduate certificates

Human Services Administration Certificate

Information Technology Certificate

Paralegal Studies Certificate (pending approval)

Undergraduate degrees

Associate of Arts in Paralegal Studies, A.A.P.S. (pending approval)

Associate of Science in Human Services, A.S.H.S.

Bachelor of Arts in Human Services, B.A.H.S. (pending approval)

Bachelor of Arts in Information Technology, B.A.I.T.

Bachelor of Arts in Interdisciplinary Studies, B.A.I.S.

Graduate degrees

Master of Health Administration, M.H.A.

Master of Science in Emergency Service Administration, M.S.-E.S.A.

Master of Science in Management, M.S.M. (offered in collaboration with the Busch
School of Business and Entrepreneurship)

Master of Science in Social Service Administration, M.S.-S.S.A.

EDUCATIONAL PARTNERSHIP AGREEMENT

Between

TRINITY WASHINGTON UNIVERSITY SCHOOL OF PROFESSIONAL STUDIES

and

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Educational Partnership Agreement (hereafter “Agreement”) is made by and between **Trinity Washington University School of Professional Studies**, the professional workforce education unit of the university domiciled in the District of Columbia at 125 Michigan Avenue, NE, Washington, DC 20017 (hereafter referred to as (“Trinity”), and the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street, Suite 330 South, Northwest, Washington, District of Columbia 20001 (hereafter referred to as “DCHR”), referred to collectively as the “Parties” and individually as a “Party”.

A. Purpose and Scope:

The purpose of this Agreement is to form a partnership with Trinity and DCHR to increase the capacity and educational level of the District’s workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees. The length of this agreement shall be five years in duration. Both parties may agree to extend this agreement at any time.

B. RESPONSIBILITIES OF Trinity:

1. At no cost to the District of Columbia government or DCHR, Trinity will provide District of Columbia government employees and their spouses or registered domestic partners with a special discount (10%) from its normal tuition and fees for the Trinity School of Professional Studies, which shall be published on the official website for the Trinity Washington University School of Professional Studies at the time of enrollment, when the identified individuals subsequently enroll in the Trinity School of Professional Studies after the effective date of this Agreement.
2. Trinity will provide DCHR and any enrolled District of Columbia government employees and their spouses or registered domestic partners with thirty (30) days written notice prior to the effective date of any changes to the applicable tuition and fee rates.
3. Trinity will provide marketing materials to DCHR to use, subject to the District of Columbia government’s policies and discretion, in order to support internal promotion or partnership benefits.

4. Trinity's standards for admission as well as all other student policies published at the time any District of Columbia government employee and spouse or registered domestic partner seeks enrollment shall apply.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will invite representatives from Trinity to participate in government-wide events in which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District government employees.
2. DCHR will distribute marketing materials to the District of Columbia government workforce, subject to the District's policies and discretion, in order to notify District government employees of the programs associated with this Agreement.

D. DURATION OF AGREEMENT:

The duration of this agreement shall be five years from the date of the last signature below, unless terminated in writing by the Parties pursuant to Section H of this agreement. Both Parties may agree to extend this agreement at any time by executing a modification pursuant to Section I of this agreement.

E. GENERAL TERMS:

1. Trinity will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Trinity in writing. Likewise, DCHR will provide Trinity with a depiction of its logo, and Trinity is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and Trinity are independent entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Each Party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other

personnel providing services hereunder. Neither Party shall have the authority to make any commitment on behalf of the other.

3. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable state and federal laws and District policies.
4. The term of this Agreement shall be continuing until terminated by either Party in accordance with section G below.

F. NOTICE

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

Trinity Washington University
First and Last Name: Iris Escarraman
Title: Executive Director
Address: 125 Michigan Avenue, NE
Washington, DC 20017
(202) 884-9400

DC Department of Human Resources
Williar St. Vil
HR Specialist
441 4th Street NW Suite 330S
Washington, DC 20001
(202) 442-9601

G. CONFIDENTIALITY

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records as well as all other applicable privacy laws.

H. TERMINATION

Either Party may terminate this MOU in whole or in part by giving at least sixty (60) calendar days advanced written notice to the other Party. Upon termination, the District of Columbia government employees and their spouses or registered domestic partners will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts of currently enrolled District employees and their spouses or domestic partners for the remainder of the academic term in which they are in or for District employees and their spouses or domestic partners who have enrolled and paid tuition and/or fees for an upcoming academic term.

I. 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.

J. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

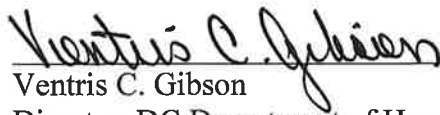
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

Trinity Washington University

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**


Patricia McGuire, President

12/11/2017
Date


Ventris C. Gibson
Director, DC Department of Human
Resources

5-3-18
Date

MEMORANDUM of AGREEMENT

Between

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

and

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 29th of March, 2017 (the “Effective Date”) by and between **UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**, an accredited public institution of higher education organized and operating under the laws of Maryland, having its principal place of business at 3501 University Blvd East, Adelphi, MD 201783 (hereafter referred to as (“UMUC”), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street, Suite 330 South, North West, Washington, District of Columbia 20001 (hereafter referred to as “DCHR”), collectively the “Parties”.

A. PURPOSE AND SCOPE:

The purpose of this Agreement is to form an agreement with UMUC and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF UMUC:

1. UMUC will provide the District of Columbia government’s employees and their spouses or dependents (“Program Participants” as defined by UMUC) with a special discount from its normal recorded tuition and fees available online at <http://www.umuc.edu/gen/index.shtml>, when the identified individuals subsequently enroll in UMUC after the effective date of this Agreement.
 - a. UMUC will waive the application fee for all applicants to become Program Participants.
 - b. The tuition for Program Participants shall be equal to the current catalog published out-of-state tuition less 25 percent (the “Discounted Tuition”), except that: (i) the published tuition rate will apply to UMUC’s special tuition graduate programs, which as of the effective date of this MOU include the MBA, Cybersecurity, Digital Forensics and Cyber Investigations, Data Analytics, executive, and doctoral programs, (ii) the tuition for Program Participants who

meet the criteria for Maryland residency will be the applicable in-state rate; (iii) the tuition for Program Participants who are veterans and meet the criteria specified by Maryland law will be the applicable in-state rate; and (iv) the tuition for Active-Duty Military, Spouses, and Dependents will be the applicable rate.

- c. After Program Participants are accepted for admission to UMUC, UMUC will contact DCHR for verification that the Program Participants are current members of DCHR. Program Participants will not be eligible for the Discounted Tuition unless and until eligibility is verified. UMUC may request additional documentation from Program Participants to verify their status as an employee, spouse, registered domestic partner or dependent.
 - d. UMUC will verify the eligibility of Program Participants at least once a year. Once a member is no longer eligible due to employment status with DCHR, the employee, spouse, registered domestic partner or dependent is no longer a Program Participant and will not be entitled to the Discounted Tuition for future course enrollments. If the Program Participant's eligibility terminates during a term (Winter, Spring, Summer, or Fall), the Program Participant will receive the Discounted Tuition under this MOU from UMUC for all courses in which the student has enrolled for the remainder of the current term and will cease receiving the Discounted Tuition from UMUC for any future term in which the student enrolls.
 - e. The Program Participants shall individually pay to UMUC the applicable tuition and fees in accordance with UMUC's standard policies and procedures. UMUC will invoice the Program Participants directly.
- 2. UMUC will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
 - 3. UMUC will provide marketing materials to DCHR, subject to the District's policies and discretion, in order to support internal promotion or partnership benefits.
 - 4. UMUC's standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner seeks enrollment shall apply. DCHR further acknowledges that UMUC has sole authority and control over the content, requirements, and faculty of its programs and courses.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from UMUC to participate in government wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to support internal promotion and partnership benefits.

D. GENERAL TERMS:

UMUC will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by UMUC in writing. Likewise, DCHR will provide UMUC with a depiction of its logo, and UMUC is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement, unless express permission is given in writing. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

E. NOTICE

Any notice or communication permitted or required between the Parties under this Agreement shall be in writing and given by hand delivery, delivery by United States mail, facsimile, or delivery by commercial overnight carrier. Notice shall be effective upon receipt to the person to whom it was addressed or ten (10) days after notice was sent, whichever is earlier. The following individuals are the contact points for each Party under this MOU:

University of Maryland University College
Emily Ferguson
Corporate Learning Solutions
3501 University Blvd. East
Adelphi, MD 20783
(301) 985-7481

DC Department of Human Resources
Williar St. Vil
HR Specialist
441 4th Street NW Suite 330s
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

1. The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence.
2. The obligations of confidentiality and limited use under this Section shall not extend to any information: (i) which is or becomes publicly available, except through breach of this MOU; (ii) which UMUC can demonstrate that it possessed free of any obligation of confidence prior to, or developed independently from, disclosure under this MOU; or (iii) which UMUC is required by law to disclose, provided that the other party is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement.
3. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records. If DCHR requests information specific to individual Program Participants, any such release of information is conditioned upon the execution of document substantially similar to the document set forth in Exhibit 1, attached hereto and made a part of this Agreement. DCHR shall arrange to have an authorization form submitted to UMUC.

G. TERM

The term of this Agreement shall begin on the Effective Date for a term of one year. This Agreement shall automatically renew for one year terms, unless terminated by one of the Parties prior to expiration of the first or successive one year terms. This Agreement may be terminated upon thirty (30) days' written notice by either Party. In the event of termination by either Party, each individual Program Participant remains obligated to pay tuition and fees

H. MODIFICATIONS

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

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the Maryland without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Parties.
3. This Agreement may be executed in one or more counterparts (facsimile or electronic transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
5. Nothing in this Agreement is intended, nor shall it be deemed, to constitute a partnership or joint venture between the parties. Nothing in this Agreement is intended, nor shall it be deemed to create rights or benefits in or to any person or entity other than the parties. Nothing in this Agreement is intended, nor shall it be deemed to create an agreement between UMUC and any one or more Program Participants.
6. Preservation of Immunities. Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of UMUC or the State of Maryland.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE**

By: _____
Erika Orris,
Senior Vice President

Strategic Enrollment Management

Date

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**

By: Ventris C. Gibson
Ventris C. Gibson
Director, DC Department of Human
Resources

3-30-17
Date

EXHIBIT 1

FERPA RELEASE FORM

Mailing address:

3501 University Boulevard East Adelphi, MD 20783-8070
Main line 240-684-2288 Fax 240-684-2001

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

In accordance with FERPA, it is UMUC's policy to withhold certain educational records unless the student provides consent to disclose information. The purpose of this form is to provide the consent to UMUC required by FERPA.

I, the undersigned, hereby authorize the University of Maryland University College to release/discuss the specified educational records and information:

Educational Records and Information: [Please check all that apply]

| | |
|--|------------------------------|
| Review of all Educational Records | Financial Aid Records |
| Grades for the academic year | Billing, Payments, Student |
| Official Transfer Credit Evaluation/Degree | Accounts Records |
| Progress Report | Military/Active Duty Records |
| | Veterans Records |

Other: _____

To: District of Columbia Relationship: Employer
[Please print name] [Please print relationship]

For the purpose of:

Handling my educational matters
Handling my Department of Veterans Affairs Educational Benefits
☒ Other: Tuition reimbursement

This release does not permit the disclosure of these records to any other persons or entities without my written consent or as permitted by law. This release form is effective

_____ to _____.
Day/Month/Year Day/Month/Year

Student's Signature Date Student's Name (Please Print)

Signature of Parent or Guardian (if the student is under the age of 18) Student Identification #

**EDUCATIONAL PARTNERSHIP
MEMORANDUM of AGREEMENT**

Between

University of Phoenix, Inc.

and

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 14th day of March, 2017 by and between **University of Phoenix, Inc.**, a University located at 1625 W. Fountainhead Parkway, Tempe, Arizona 85282] (hereafter referred to as (“University”), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street, Suite 330 South, North West, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

A. Purpose and Scope:

The purpose of this Agreement is to form a partnership with University and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF University:

1. The University will provide a ten percent (10%) tuition reduction to DCHR’s employees who meet the University’s admission standards. The tuition reduction applies to any University program, including certificate programs, and single courses. After the effective date of this Agreement and after the date the student identifies as an employee of DCHR, reduced tuition will apply to the then current rates at the time the student enrolls in a course. The University may change its tuition rates and fees at any time in its sole discretion. In the event of a change in aforementioned rates and fees, any applicable reduction will be calculated on the new current rate or fee in effect. Students will pay tuition and any other fees directly to the University according to University policies if direct billing arrangements are not in place or the charges are not paid by the DCHR. Students are ultimately responsible for payment of all charges incurred as well as all financial policies and fees detailed in the University Catalog.
2. University will provide marketing materials to DCHR, in order to support internal promotion or partnership benefits.

3. The University will provide a link to a University website to assist DCHR employees with enrollment and will provide information to DCHR to be used, subject to DCHR's policies and discretion, to support DCHR's internal promotion of continuing education.
4. The University will provide information prospective as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study. University will make such presentation at no cost to DCHR or any prospective student.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will provide access to District government employees for enrollment purposes by inviting representatives from University to participate in government wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to support internal promotion and partnership benefits.

D. GENERAL TERMS:

University will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by University in writing. Likewise, DCHR will provide University with a depiction of its logo, and University is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

E. NOTICE

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

University of Phoenix, Inc.

Beth Dennis
Corporate Account Executive
30 S. 17th Street, 2nd Floor
Philadelphia, PA 19103
(484) 431-5665

DC Department of Human Resources

Williar St. Vil
HR Specialist
441 4th Street NW Suite 330s
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

G. TERMINATION

The Agreement may be terminated early by either Party upon thirty (30) days written notice to the other Party. Upon termination, the District's employees will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account. If the University believes that this MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a Federal or State educational board or commission, the University may terminate this MOU immediately upon written notice to DCHR.

H. MODIFICATIONS

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

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of Arizona without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and expressly terminates the Alliance Memorandum of Understanding between the parties dated April 13, 2014 and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of

the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.

3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
5. This Agreement does not create any rights, title, or interest for any person or entity other than DCHR or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

UNIVERSITY OF PHOENIX, INC.

**DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN
RESOURCES**

Meredith Curley
Provost, University of Phoenix, Inc.

Ventris C. Gibson
Director, DC Department of Human
Resources

Date

Date

EDUCATIONAL PARTNERSHIP AGREEMENT

between

UNIVERSITY OF THE POTOMAC

and

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Educational Partnership Agreement (hereafter, the “Agreement”) is made by and between the University of the Potomac (hereafter referred to as “UOTP”) and the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 1015 Half Street SE, 9th Floor, Washington, District of Columbia, 20003 (hereafter referred to as “DCHR”), collectively referred to as the “Parties” and individually as a “Party”.

A. PURPOSE AND SCOPE

The purpose of this Agreement is to form a partnership between UOTP and DCHR to increase the capacity and educational level of the District of Columbia workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees. The length of this agreement shall be five (5) years in duration. Both Parties may agree to extend this Agreement at any time.

B. RESPONSIBILITIES OF UOTP

1. At no cost to the District of Columbia government or DCHR, UOTP will provide District of Columbia government employees and their spouses or registered domestic partners with a tuition reduction of ten percent (10%) of its normal tuition rate as it is published on the official UOTP website at the time of the individual’s enrollment, when the identified individual subsequently enrolls after the effective date of this Agreement.
2. UOTP will provide DCHR and any enrolled District of Columbia government employees and their spouses or registered domestic partners with thirty (30) days written notice prior to the effective date of any changes to the applicable tuition and fee rates.
3. UOTP will provide marketing materials to DCHR to use, subject to DCHR’s and the District of Columbia government’s policies and discretion, in order to support internal promotion or partnership benefits.
4. Standards for admission as well as all other student policies published at the time any District of Columbia government employee and spouse or registered domestic partner seeks enrollment shall apply.

C. RESPONSIBILITIES OF DCHR

1. DCHR will invite representatives from UOTP to participate in government-wide events in which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District of Columbia government employees.
2. DCHR will distribute marketing materials to the District of Columbia government workforce, subject to DCHR's and the District of Columbia government's policies and discretion, in order to inform District government employees of the programs associated with this Agreement.

D. DURATION OF AGREEMENT

The duration of this Agreement shall be five (5) years from the date of the last signature below, unless terminated in writing by the Parties pursuant to Section H of this Agreement. Both Parties may agree to extend this Agreement at any time by executing a modification pursuant to Section I of this agreement.

E. GENERAL TERMS

1. UOTP will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by UOTP in writing. Likewise, DCHR will provide UOTP with a depiction of its logo, and UOTP is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and UOTP are independent entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Neither Party shall have the authority to make any commitment on behalf of the other.

3. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable local and federal laws and District policies.

F. NOTICE

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

D.C. Department of Human Resources

Willair St. Vil
Lead Human Resources Specialist
1015 Half Street SE, 9th Floor, Washington, D.C. 20003
(202) 442-9601

University of the Potomac

Richard T. Murphree, Ed.D.
President
1401 H Street, N.W., Suite 100, Washington, D.C. 20005
(202) 274-2310

G. CONFIDENTIALITY

The Parties acknowledge that their relationship may entail the sharing of confidential information. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business, employee, and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those authorized employees or agents requiring such access, to inform all such employees and agents of the confidential nature of the information and to require each such employee or agent to agree to protect the privacy and confidentiality of such information. UOTP agrees to abide by the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records as well as all other applicable local and federal privacy laws.

H. TERMINATION

Either Party may terminate this Agreement in whole or in part by giving at least sixty (60) calendar days advanced written notice to the other Party. Upon termination, the District of Columbia government employees and their spouses or registered domestic partners will no longer be eligible for the discounted pricing established by this Agreement and will be notified within a reasonable time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts for currently enrolled District employees and their spouses or domestic partners for the remainder of the current academic term or for District employees and their spouses or domestic partners who have enrolled and paid tuition and/or fees for an upcoming academic term.

I. MODIFICATIONS

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

J. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive laws of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective on the latter date below:

University of the Potomac:



Dr. Rick Murphree, President

Date: 6/20/18

D.C. Department of Human Resources:



Ventris C. Gibson, Director

7-10-18

Date

**EDUCATIONAL PARTNERSHIP
MEMORANDUM of AGREEMENT**

Between

WALDEN UNIVERSITY, LLC

and

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made by and between **Walden University, LLC**, a U.S. regionally accredited university offering online bachelor’s, master’s, and doctoral degrees, certificate programs, and professional development courses, having offices at 650 South Exeter Street, Baltimore, MD 21202 (hereafter referred to as “Walden”), and the District of Columbia (“District”) Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4th Street, Suite 330 South, Northwest, Washington, District of Columbia 20001 (hereafter referred to as “DCHR”), collectively the “Parties”.

A. PURPOSE AND SCOPE:

The purpose of this Agreement is to form a partnership with Walden and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

B. RESPONSIBILITIES OF WALDEN UNIVERSITY, LLC:

1. Walden will provide the District of Columbia government’s employees (“Candidates”) with a special discount from its normal recorded tuition (the “Tuition Benefit”), when the identified individuals subsequently enroll in Walden University, LLC after the effective date of this Agreement. Candidates must inquire through the marketing and information channels provided by Walden in order to obtain the Tuition Benefit.
2. The Tuition Benefit offered to Candidates is a 10% tuition reduction. The Tuition Benefit is applicable to tuition only and does not apply towards books, materials and other supplies or fees needed for a course. The Tuition Benefit is not applicable for students enrolled in the Family Nurse Practitioner specialization in the Master of Science in Nursing. This reduction will remain in effect for the duration of the student’s continuous enrollment at Walden. All Candidates who are current Walden students are

eligible for the Tuition Benefit from the date of execution of this Agreement, provided, however, no tuition reduction will be made retroactively.

3. Walden may change the Tuition Benefit offered hereunder for any calendar year by providing DCHR notice by December 1 prior to such calendar year, with the new Tuition Benefit taking effect on January 1. For the avoidance of doubt, such change would not affect the Tuition Benefit for Candidates who are currently enrolled at Walden and using the existing Tuition Benefit.
4. Walden will provide marketing materials to DCHR, subject to District of Columbia government's policies and discretion, in order to support internal promotion or partnership benefits.
5. Walden's standards for admission as well as all other student policies published at the time any District of Columbia government employee seeks enrollment shall apply. This Agreement is not a guarantee that all Candidates will be granted acceptance or admission into Walden. All prospective Candidates will be subject to the same standard admissions and registration processes as all other prospective students applying to Walden.

C. RESPONSIBILITIES OF DCHR:

1. DCHR will provide access to District government employees as determined by DCHR for recruitment purposes only. This will be achieved by inviting representatives from Walden to participate in District government sponsored events where promotion of this Agreement will be beneficial as determined by DCHR for enrollment.
2. DCHR will distribute marketing materials to the District of Columbia government workforce, subject to the District of Columbia government policies and discretion, in order to support internal promotion and partnership benefits.

D. GENERAL TERMS:

Walden will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Walden in writing. Likewise, DCHR will provide Walden with a depiction of its logo, and Walden is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the

furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

E. NOTICE

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

Walden University, LLC

Monique Raulston
Strategic Alliance Manager
650 South Exeter Street
Baltimore, MD 21202
Phone: (703) 659-5579

District of Columbia

Department of Human Resources

Willair St. Vil
HR Specialist
441 4th Street NW Suite 330s
Washington, DC 20001
(202) 442-9601

F. CONFIDENTIALITY

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. No student information will be shared between Walden and DCHR unless the Candidate grants permission in writing. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

G. TERMINATION

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, District of Columbia government employees will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account.

H. MODIFICATIONS

Except as otherwise provided herein, the terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

I. MISCELLANEOUS

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

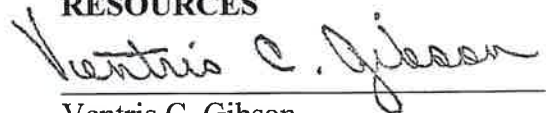
IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective upon the signature of both Parties and the last date indicated below.

WALDEN UNIVERSITY, LLC

Jason Lyons
VP, Global Business Development
Walden University

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson

Director, District of Columbia
Department of Human Resources



Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between District of Columbia National Guard and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$5,526.31 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$5,526.31.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$5,526.31 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 5 | \$ 29 | \$ 32.59 | \$ 0 | \$ 307.95 |
| Protection | 5 | \$ 29 | \$ 32.59 | \$ 0 | \$ 307.95 |
| Security | 7 | \$ 29 | \$ 32.59 | \$ 0 | \$ 431.13 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |

Criminal Background Checks Total Cost \$ 1047.03

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 16 | \$24.25 | \$ 32.59 | \$ 0 | \$ 909.44 |
| Protection | 18 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 1023.12 |
| Security | 13 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 738.92 |

Criminal Background Recert Total Cost \$ 2671.48

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 5 | \$ 40 | \$ 20.26 | \$ 0 | \$ 301.3 |
| Protection | 5 | \$ 40 | \$ 20.26 | \$ 0 | \$ 301.3 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Drug Testing Total Cost \$ 602.6

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-----------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 16 | \$ 40 | \$ 20.26 | \$ 0 | \$ 964.16 |
| Alcohol | 4 | \$ 40 | \$ 20.26 | \$ 0 | \$ 241.04 |

Random Drug Testing Total Cost \$ 1205.2

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|----------------|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |

Pre-employment Fitness for Duty Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |

Fitness for Duty Recertification Total Cost \$ 0

GRAND TOTAL \$5,526.31

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Cynthia Coleman

DC Govt Opns for District of Columbia National Guard
2001 E Capitol St SE Washington, DC, 20003
202-685-8901

XIV. 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.

XV. 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.

FOR THE DISTRICT OF COLUMBIA NATIONAL GUARD

Herman Preston

Herman Preston, Director
DC Gov't Opns for District of Columbia National Guard

09/27/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson

Ventris C. Gibson, Director
Department of Human Resources

09/09/2020

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 - AF0
ADDRESS : 441 4th Street N.W. Suite 890 N.
Washington, DC 20001
TELEPHONE # : 202-727-3605
FAX # : 202 727-0659
AUTHORIZING OFFICER [Signature] DATE: 09/09/2020

BUYER INFORMATION

AGENCY: D.C. National Guard AGENCY CODE: FK0
NAME OF CONTACT: John Nitz - AF0
ADDRESS : 1100 Fourth Street, SW
Suite E730
Washington, DC 20024
TELEPHONE # : 202 - 442 - 8308
FAX # : _____
AUTHORIZING OFFICER [Signature] DATE: 10/12/20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide suitability and employment screening service

\$ 5,526.31

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | FKB21 | 45100 | 4600 | 4600 | | FKBE21 - 01 |
| Buyer | FK0 | 21 | 0110 | 0100 | FK00 | 1020L | 0408 | 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 | | | | | | | | | | |

Revised 9/15/98

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between District of Columbia Public Library and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$24,546.04 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$24,546.04.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$24,546.04 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 5 | \$ 29 | \$ 32.59 | \$ 0 | \$ 307.95 |
| Protection | 43 | \$ 29 | \$ 32.59 | \$ 0 | \$ 2648.37 |
| Security | 4 | \$ 29 | \$ 32.59 | \$ 0 | \$ 246.36 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 3202.68 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 25 | \$24.25 | \$ 32.59 | \$ 0 | \$ 1421 |
| Protection | 228 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 12959.52 |
| Security | 9 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 511.56 |
| Criminal Background Recert Total Cost | | | | | \$ 14892.08 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 5 | \$ 40 | \$ 20.26 | \$ 0 | \$ 301.3 |
| Protection | 43 | \$ 40 | \$ 20.26 | \$ 0 | \$ 2591.18 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 2892.48 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 25 | \$ 40 | \$ 20.26 | \$ 0 | \$ 1506.5 |
| Alcohol | 5 | \$ 40 | \$ 20.26 | \$ 0 | \$ 301.3 |
| Random Drug Testing Total Cost | | | | | \$ 1807.8 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 10 | \$ 105 | \$ 70.1 | \$ 0 | \$ 1751 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 1751 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$24,546.04

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Jaki Buckley

District of Columbia Public Library
1990 K St. NW, Suite 500, Washington, DC 20006
(202) 727-1131

XIV. 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.

XV. 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.

FOR THE DISTRICT OF COLUMBIA PUBLIC LIBRARY



Richard Reyes-Gavilan, Executive Director
District of Columbia Public Library

October 29, 2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 30, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER: *For E.D.H.* DATE: 10/30/2020

BUYER INFORMATION

AGENCY: D.C. Public Library AGENCY CODE: CE0

NAME OF CONTACT: Cherylle Pacana - AF0

ADDRESS : 1990 K Street, NW
Suite 500
Washington, DC 20006

TELEPHONE # : 202 - 727 - 9114

FAX # : _____

FOR *Kory Miller*
AUTHORIZING OFFICER DATE: 11/3/20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 24,546.04

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | CEB21 | 45100 | 4600 | 4600 | | CEBE21 - 01 |
| Buyer | CE0 | 21 | | 0100 | 11060 | 10600 | 0408 | 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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between District of Columbia Public Schools – Office of the General Counsel and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with suitability related services for its candidates, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the services is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapter 4, of the District of Columbia Municipal Regulations (DCMR).

III. SCOPE OF SERVICES

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

A. Responsibilities of the Seller

1. The Seller shall ensure that suitability related services are conducted in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to suitability screenings. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. The Seller shall provide the Buyer access to drug and alcohol testing services. Results from those services shall be transmitted to Buyer electronically.
3. The Seller shall provide the Buyer access to remote fingerprinting services for purposes of scheduling and conducting criminal background checks. The Seller shall determine whether individuals have a criminal history and notify the Buyer electronically whether a history exists.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$180,780.00 for compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU.
3. The Buyer agrees that the Seller is an agent to the Buyer and does not make suitability determinations for the Buyer nor serve as its Program Administrator or personnel authority.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020, through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.

- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$180,780.00.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$180,780.00 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer no later than August 31, 2021.
5. 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 for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Fall Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 0 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Recert Total Cost | | | | | \$ 0 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|---------------|
| Safety | 3000 | \$ 40 | \$ 20.26 | \$ 0 | \$ 180780 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Fall Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 180,780.00 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$180,780.00

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Cheryl Butler-Moore

District of Columbia Public Schools
1200 First Street, NE Washington, DC 20002
(202) 535-1324


XIV. 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.

XV. 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.

FOR THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS




Lewis D. Ferebee, Ed.D., Chancellor
District of Columbia Public Schools

10-16-2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 19, 2020

Date



DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between District of Columbia Public Schools- Office of Resource Strategy and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with suitability related services for its candidates, employees, and volunteers who are subject to enhanced suitability screenings. The objective of the services is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapter 4, of the District of Columbia Municipal Regulations (DCMR).

III. SCOPE OF SERVICES

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

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to suitability screenings. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes suitability screenings, the Seller shall provide the Buyer the results or access to the results of the screenings.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$92,385.00 for compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU.
3. The Buyer agrees that the Seller is an agent to the Buyer and does not make suitability determinations for the Buyer nor serve as its Program Administrator or personnel authority.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020, through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an

extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$92,385.00.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$92,385.00 for Fiscal Year 2021. 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 on the schedule on the following page, and does 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The total sum of the advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall release the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer no later than August 31, 2021.
5. 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 for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Fall Hires | 1500 | \$ 29 | \$ 32.59 | \$ 0 | \$ 92385 |
| Criminal Background Checks Total Cost | | | | | \$ 92385 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Recert Total Cost | | | | | \$ 0 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Fall Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Additional | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$92,385.00

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Margaret Browne

District of Columbia Public Schools
1200 First Street, NE Washington, DC 20002
(202) 442-4090

XIV. 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.

XV. 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.

FOR THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS



Lewis D. Ferebee, Ed.D., Chancellor
District of Columbia Public Schools

10-15-2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 19, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER *for C. M. L.* DATE: 10/20/2020

BUYER INFORMATION

AGENCY: D.C. Public School AGENCY CODE: GA0

NAME OF CONTACT: Donald Sink - Budget Officer

ADDRESS : 1200 First Street, N.E.
Washington, DC 20002

TELEPHONE # : 202 - 442 - 5249

FAX # : _____

AUTHORIZING OFFICER *Donald Sink* DATE: 11/03/20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

DCPS - Office of Resource Strategy

\$ 92,385.00 DAS

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | GAB21 | 45100 | 4600 | 4600 | | GABE21 - 01 |
| Buyer | GA0 | 21 | 2213 | 0101 | 2213L | ZZ13L | 0409 | 0409 | | |

GOOD/ SERVICE: _____ DCHR to provide employment screening service

DCPS - Office of the General Counsel

DATE: ____/____/____

TOTAL: \$ 180,780.00 DAS

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| SELLER | BE0 | 21 | 0001 | 0700 | GAB21 | 45100 | 4600 | 4600 | | GABE21 - 01 |
| BUYER | GA0 | 21 | 2213 | 0101 | 2213L | ZZ13L | 0409 | 0409 | | |

GOOD/ SERVICE: _____

DATE: ____/____/____

TOTAL: _____

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

GOOD/ SERVICE: _____

DATE: ____/____/____

TOTAL: _____

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

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Department of Consumer and Regulatory Affairs and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4, 16 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take action pursuant to 6-B DCMR § 400 *et seq* and 6-B DCMR § 2000 *et seq*, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and/or the deciding official, as appropriate.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$13,245.22 for compliance services indicated on page 4.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20 of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$13,245.22.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4, 16 and 20 of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed \$13,245.22 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2. The Seller shall submit invoices at least quarterly 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 staff.
- 3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.

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

| FY21 SERVICE COSTS | | | | | |
|--|------------------------|-----------|----------------|------------------------|-------------|
| COMPLIANCE SERVICES | | | | | |
| CRIMINAL BACKGROUND CHECKS (GENERAL) | | | | | |
| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
| Safety | 8 | \$ 29 | \$ 32.59 | \$ 0 | \$ 492.72 |
| Protection | 1 | \$ 29 | \$ 32.59 | \$ 0 | \$ 61.59 |
| Security | 11 | \$ 29 | \$ 32.59 | \$ 0 | \$ 677.49 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 1231.8 |
| CRIMINAL BACKGROUND RECERTIFICATIONS | | | | | |
| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
| Safety | 66 | \$24.25 | \$ 32.59 | \$ 0 | \$ 3751.44 |
| Protection | 2 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 113.68 |
| Security | 49 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 2785.16 |
| Criminal Background Recert Total Cost | | | | | \$ 6650.28 |
| DRUG TESTING (GENERAL) | | | | | |
| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
| Safety | 8 | \$ 40 | \$ 20.26 | \$ 0 | \$ 482.08 |
| Protection | 1 | \$ 40 | \$ 20.26 | \$ 0 | \$ 60.26 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 542.34 |
| DRUG TESTING - RANDOM | | | | | |
| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
| Safety | 66 | \$ 40 | \$ 20.26 | \$ 0 | \$ 3977.16 |
| Alcohol | 14 | \$ 40 | \$ 20.26 | \$ 0 | \$ 843.64 |
| Random Drug Testing Total Cost | | | | | \$ 4820.8 |
| FITNESS FOR DUTY TESTING – APPLICANTS | | | | | |
| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |
| FITNESS FOR DUTY TESTING – EMPLOYEES | | | | | |
| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |
| GRAND TOTAL | | | | | \$13,245.22 |

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
Tamika.cambridge@dc.gov
(202) 727-1528

Tanya Ricks, Human Resources Manager

Department of Consumer and Regulatory Affairs
1100 4th St SW, Washington DC 20024
tanya.ricks1@dc.gov
202.442.9538

XIV. 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.

XV. 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.

FOR THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS




Ernest Chrappah, Director
Department of Consumer and Regulatory Affairs

10-15-2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 19, 2020

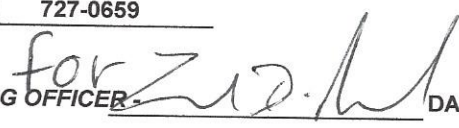
Date

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 - AF0
ADDRESS : 441 4th Street N.W. Suite 890 N.
Washington, DC 20001
TELEPHONE # : 202-727-3605
FAX # : (202) 727-0659
AUTHORIZING OFFICER:  DATE: 10/26/2020

BUYER INFORMATION

AGENCY: Department of For - Hire Vehicles AGENCY CODE: CR0
NAME OF CONTACT: Eneyew Godie - AF0
ADDRESS : 1100 4th Street SW
Washington, DC 20024
TELEPHONE # : 202 - 442 - 8682
FAX # : _____
AUTHORIZING OFFICER:  DATE: 10/26/2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 13,245.22

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | CR21B | 45100 | 4600 | 4600 | | CR21BE-01 |
| Buyer | CR0 | 21 | 0100 | 6013 | 10MBL | AMP10 | 0408 | 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 | | | | | | | | | | |

Revised 9/15/98

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Child and Family Services Agency and
The Department of Human Resources

Fiscal Year 2021

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

PART I
GENERAL

MOU NUMBER: IDRLO217 DATE OF MOU: / /

SELLER INFORMATION

AGENCY: D.C. Department of Human Resources AGENCY CODE: BE0
NAME OF CONTACT: James Hurley - AFO
ADDRESS: 441 4th Street N.W. Suite 890 N.
Washington, DC 20001
TELEPHONE #: 202-727-3605
FAX #: 202 727-0659
AUTHORIZING OFFICER: for ZID - [Signature] DATE: 12.08.2020

BUYER INFORMATION

AGENCY: Child and Family Services Administer AGENCY CODE: RL0
NAME OF CONTACT: Justin Kopca - AFO
ADDRESS: 200 I St, S.E.
Wash, DC 20001
TELEPHONE #: (202) 727-7676
FAX #:
AUTHORIZING OFFICER: [Signature] DATE: 12/09/2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

MOU NUMBER: _____ PART II _____ 2 OF 2

2 OF

| SERVICE INFORMATION AND FUNDING CODES | | | | | | | | | |
|---------------------------------------|----|----|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 |
| 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 |
| 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 |
| 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 |
| 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 |
| 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 00 |

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| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 52 |
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| Age Group | Percentage |
|-----------|------------|
| 18-24 | 10% |
| 25-34 | 15% |
| 35-44 | 20% |
| 45-54 | 25% |
| 55-64 | 30% |
| 65-74 | 35% |
| 75-84 | 40% |
| 85+ | 45% |

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment suitability compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20B 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct suitability compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated for Service Costs on page 5.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall make an initial suitability determination in accordance with 6-B DCMR §§ 436 or 2006, as outlined in Section III of this MOU. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. The Seller acknowledges that the Buyer shall make final suitability determinations, and when a fitness or suitability determination may lead to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Buyer shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings and shall appoint the proposing official, any administrative review officer, and the deciding official.
4. The Seller shall notify the Buyer at least ten (10) business days prior to any anticipated disruptions in services to be delivered under the MOU.
5. The Seller shall notify the Buyer at least ten (10) business days prior to changing any business processes that are utilized for carrying out the delivery of services under this MOU.
6. For individuals with minor or no criminal history, and for drug test results, the Seller shall supply initial suitability determinations within five (5) business days upon its receipt of all information necessary to make such a suitability assessment, such as FBI reports, drug test results and job description related information from the Buyer. The Seller shall provide suitability assessments for individuals with more substantial criminal histories within thirty (30) days upon receiving all information necessary to make a suitability assessment, including the

FBI report, job description related information and the individual's response to derogatory information. To the extent more time is needed to complete an assessment, the Seller shall notify the Buyer of the circumstances.

7. The Seller shall provide the Buyer with documentation within Seller's possession necessary to carry-out any adverse actions arising from initial suitability determinations made by the Seller, including rescinding conditional offers or separating employees. However, the Buyer shall be responsible for developing and securing affidavits and other witness statements when an individual is a CFSA contractor or employee.
8. The Seller shall provide reasonable program support to the Buyer, upon request, including assistance with any training or program initiation needs.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$41,404.45 for compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU.
3. The Buyer agrees to abide by the provisions contained in Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller will provide suitability compliance services as outlined in Section III(A) . Moreover, the Buyer shall make final suitability determinations, and for purposes of 6-B DCMR § 1623, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$41,404.45. However, funding shall not exceed the actual cost of the goods and services.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapters 4, 16 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$41,404.45 for Fiscal Year 2021. 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 on the schedule on the following page, 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 Section (VI)(A)(1).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days prior to the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 41 | \$ 29 | \$ 32.59 | \$ 0 | \$ 2525.19 |
| Protection | 15 | \$ 29 | \$ 32.59 | \$ 0 | \$ 923.85 |
| Security | 19 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1170.21 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 4619.25 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 205 | \$24.25 | \$ 32.59 | \$ 0 | \$ 11652.2 |
| Protection | 75 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 4263 |
| Security | 47 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 2671.48 |
| Criminal Background Recert Total Cost | | | | | \$ 18586.68 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 41 | \$ 40 | \$ 20.26 | \$ 0 | \$ 2470.66 |
| Protection | 15 | \$ 40 | \$ 20.26 | \$ 0 | \$ 903.9 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 3374.56 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 205 | \$ 40 | \$ 20.26 | \$ 0 | \$ 12353.3 |
| Alcohol | 41 | \$ 40 | \$ 20.26 | \$ 0 | \$ 2470.66 |
| Random Drug Testing Total Cost | | | | | \$ 14823.96 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$41,404.45

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. Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Code § 1-204.46, 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, the Seller will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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. Code § 2-351.01, *et seq.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

In the event of any actual data breach and/or apparent theft, unauthorized use or disclosure of any Personally Identifiable Information (PII), the Seller will commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and as soon as practicable following discovery of any such event, notification to the Buyer within five (5) business days and individuals effected within 60 days.

XII. 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 compliance

services and will return any unused funds after all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half Street SE, Washington DC 20003
(202) 727-1528

Sonya Williams, Risk and Compliance Manager

Child and Family Services Agency
200 I Street SE, Room 3011, Washington DC 20003
(202) 727-7090

XIV. 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.

XV. 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. Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

FOR THE CHILD AND FAMILY SERVICES AGENCY

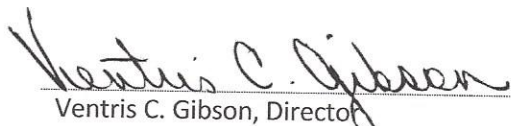


Brenda Donald, Director
Child and Family Services Agency

11/24/20

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

December 8, 2020

Date

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

PART I
GENERAL

MOU NUMBER: IDRLO217 DATE OF MOU: / /

SELLER INFORMATION

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

NAME OF CONTACT: James Hurley - AFO

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

TELEPHONE #: 202-727-3605

FAX #: 202 727-0659

AUTHORIZING OFFICER: [Signature] DATE: 12/08/2020

BUYER INFORMATION

AGENCY: Child and Family Services Administer AGENCY CODE: RL0

NAME OF CONTACT: Justin Kopca - AFO

ADDRESS: 200 I St, S.E.
Wash, DC 20001

TELEPHONE #: (202) 727-7676

FAX #:

AUTHORIZING OFFICER: [Signature] DATE: 12/09/2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

MOU NUMBER: _____ PART II _____ 2 OF 2

2 OF 2

| SERVICE INFORMATION AND FUNDING CODES | | | | | | | | | |
|---------------------------------------|----|----|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 |
| 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 |
| 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 |
| 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 |
| 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 |
| 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 00 |

| |
|--|
| |
|--|

[illegible]

[illegible]

| Age Group | Percentage |
|-----------|------------|
| 18-24 | 10% |
| 25-34 | 15% |
| 35-44 | 20% |
| 45-54 | 25% |
| 55-64 | 30% |
| 65-74 | 35% |
| 75-84 | 40% |
| 85+ | 45% |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department on Disability Services and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$10,102.04 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. Moreover, the Buyer agrees that for purposes of Chapter 4, the Seller serves as the Program Administrator.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an

extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$10,102.04.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$10,102.04 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days of the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 12 | \$ 29 | \$ 32.59 | \$ 0 | \$ 739.08 |
| Security | 12 | \$ 29 | \$ 32.59 | \$ 0 | \$ 739.08 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 1478.16 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 92 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 5229.28 |
| Security | 47 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 2671.48 |
| Criminal Background Recert Total Cost | | | | | \$ 7900.76 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 12 | \$ 40 | \$ 20.26 | \$ 0 | \$ 723.12 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 723.12 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$10,102.04

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Jessica Gray

Department on Disability Services
250 E St SW, Washington, DC 20024
(202)-730-1629

XIV. 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.

XV. 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.

FOR THE DEPARTMENT ON DISABILITY SERVICES

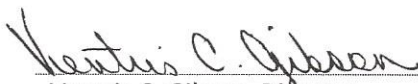


Andrew Reese, Director
Department on Disability Services

November 19, 2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

November 23, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER: for [Signature]

DATE: 11/23/2020

BUYER INFORMATION

AGENCY: Department of Human Resources AGENCY CODE: JM0

NAME OF CONTACT: Anthony L. Young

ADDRESS : 250 E Street, SW 6th Floor
Washington, DC 20024

TELEPHONE # : 202 - 671 - 4220

FAX # : _____

AUTHORIZING OFFICER: [Signature]

DATE: 12/4/2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 10,102.04

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | JMB21 | 45100 | 4600 | 4600 | | JMBE21-01 |
| Buyer | JM0 | 21 | 1000 | 0100 | APMTE | AMTE1 | 0408 | 0408 | N/A | N/A |

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 | | | | | | | | | | |

A grayscale background image showing several hands shaking in a group, symbolizing agreement or partnership.

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

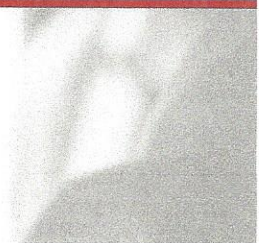
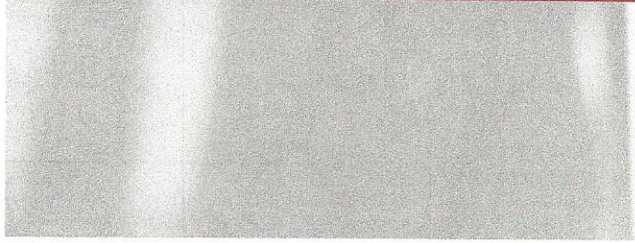
MEMORANDUM OF UNDERSTANDING

**Between Department of For-Hire Vehicles and
The Department of Human Resources**

Fiscal Year 2021

 **GOVERNMENT OF THE
DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR**

dchr



I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$3090.58 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$3090.58.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$3090.58 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 4 | \$ 29 | \$ 32.59 | \$ 0 | \$ 246.36 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 10 | \$ 29 | \$ 32.59 | \$ 0 | \$ 615.9 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 862.26 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 8 | \$24.25 | \$ 32.59 | \$ 0 | \$ 454.72 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 10 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 568.4 |
| Criminal Background Recert Total Cost | | | | | \$ 1023.12 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 4 | \$ 40 | \$ 20.26 | \$ 0 | \$ 241.04 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 241.04 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 14 | \$ 40 | \$ 20.26 | \$ 0 | \$ 843.64 |
| Alcohol | 2 | \$ 40 | \$ 20.26 | \$ 0 | \$ 120.52 |
| Random Drug Testing Total Cost | | | | | \$ 964.16 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$3090.58

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Shalonda Frazier

Department of For-Hire Vehicles
2235 Shannon Place SE, Washington DC 20020
(202) 645-4438

XIV. 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.

XV. 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.

FOR THE DEPARTMENT OF FOR-HIRE VEHICLES

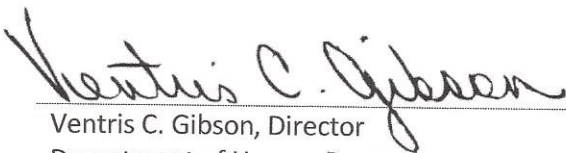


David Do, Director
Department of For-Hire Vehicles

10/26/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 26, 2020

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 - AF0
ADDRESS: 441 4th Street N.W. Suite 890 N.
Washington, DC 20001
TELEPHONE #: 202-727-3605
FAX #: 202 727-0659

AUTHORIZING OFFICER: for ZLD

DATE: 10/26/2020

BUYER INFORMATION

AGENCY: Department of For - Hire Vehicles AGENCY CODE: TC0
NAME OF CONTACT: Bright Ahaiwe - AF0
ADDRESS: 1050 1st street, NE 7th Floor
Washington, DC 20002
TELEPHONE #: 202 - 442 - 7822
FAX #: _____

AUTHORIZING OFFICER for Dereje Belay DATE: 11 / 23 / 2021

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 3,090.58

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | TCB21 | 45100 | 4600 | 4600 | | TCBE21-01 |
| Buyer | TC0 | 21 | | 2100 | 10FPF | CLS10 | 0429 | 0429 | | |

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 | | | | | | | | | | |

Revised 9/15/98

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of General Services and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$37,326.79 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$37,326.79.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$37,326.79 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 53 | \$ 29 | \$ 32.59 | \$ 0 | \$ 3264.27 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 10 | \$ 29 | \$ 32.59 | \$ 0 | \$ 615.9 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 3880.17 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 225 | \$24.25 | \$ 32.59 | \$ 0 | \$ 12789 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 21 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 1193.64 |
| Criminal Background Recert Total Cost | | | | | \$ 13982.64 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 53 | \$ 40 | \$ 20.26 | \$ 0 | \$ 3193.78 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 3193.78 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 225 | \$ 40 | \$ 20.26 | \$ 0 | \$ 13558.5 |
| Alcohol | 45 | \$ 40 | \$ 20.26 | \$ 0 | \$ 2711.7 |
| Random Drug Testing Total Cost | | | | | \$ 16270.2 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$37,326.79

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Brittney Wright

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

XIV. 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.

XV. 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.

FOR THE DEPARTMENT OF GENERAL SERVICES

esigned via SeamlessDocs.com

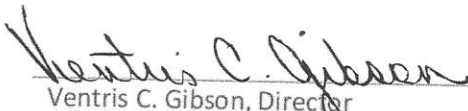
Key: 6a44a71736a85c09b4276ba970d1485

Keith A. Anderson, Director
Department of General Services

11/09/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson, Director
Department of Human Resources

November 9, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER: *[Signature]*

DATE: 11/10/2020

BUYER INFORMATION

AGENCY: D.C. Department of General Services AGENCY CODE: AM0

NAME OF CONTACT: Antoninette Hudson-Beckham - AF0

ADDRESS : 2000 14th Street, NW
Washington, DC 20009

TELEPHONE # : 202 - 729 - 2174

FAX # : _____

AUTHORIZING OFFICER: *Antoninette Hudson-Beckham* DATE: 11 / 12 / 20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening MOU

\$ 37,326.79

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | AMB21 | 45100 | 4600 | 4600 | | AMBE21 - 01 |
| Buyer | AM0 | 21 | | 0100 | A1010 | 10000 | 0408 | 0408 | | \$12,500.00 |

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

TOTAL: \$24,826.79

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|---------|
| SELLER | | | | | | | 4600 | | | |
| BUYER | AM0 | 21 | | 0100 | A1090 | 10012 | 0410 | 0410 | | |

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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Health Care Finance and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$2,500.96 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020, through, September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$2,500.96.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$2,500.96 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 0 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 44 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 2500.96 |
| Criminal Background Recert Total Cost | | | | | \$ 2500.96 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$2,500.96

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Portia Shorter

Department of Health Care Finance1
441 4th Street, NW, 900S, Washington, DC 20001
(202) 442-5988

XIV. 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.

XV. 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.

FOR THE DEPARTMENT OF HEALTH CARE FINANCE1

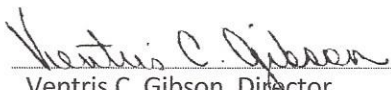


Wayne Turnage, M.P.A., Director
Department of Health Care Finance

11/4/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

November 18, 2020

Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____

DATE OF MOU: ____/____/____

SELLER INFORMATIONAGENCY: D.C. Department of Human ResourcesAGENCY CODE: BE0NAME OF CONTACT: James Hurley - AF0ADDRESS : 441 4th Street N.W. Suite 890 N.Washington, DC 20001TELEPHONE # : 202-727-3605FAX # : 202 727-0659AUTHORIZING OFFICER - DATE: 11/18/2020**BUYER INFORMATION**AGENCY: Department of Health Care FinanceAGENCY CODE: HT0NAME OF CONTACT: Darrin Shaffer - AF0ADDRESS : 441 4th Street, Suite 900SWashington, DC 20001TELEPHONE # : 202 - 442 - 9079

FAX # : _____

AUTHORIZING OFFICER _____

DATE: ____/____/____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DCHR to provide employment screening service

DATE: _____ TOTAL: 2,500.96

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH | AMOUNT | |
|---------------|-----|----|----------|------|-------|-------|------|------|-----------|-----------|----------|--|
| SELLER | BE0 | 21 | 0001 | 0700 | HTB21 | 45100 | 4600 | 4600 | | HTBE21-01 | 2,500.96 | |
| BUYER | HT0 | 21 | 1000 | 0100 | LM0 0 | M0 00 | 0409 | 0409 | | | 1,375.53 | |
| BUYER | HT0 | 21 | 1000 | 8250 | M0 A1 | M0 00 | 0409 | 0409 | MMAD21/21 | | 1,125.43 | |

GOOD/ SERVICE: _____

DATE: ____/____/____

[illegible]

GOOD/ SERVICE: _____

DATE: ____/____/____ TOTAL: _____

[illegible]

GOOD/ SERVICE: _____

DATE: __/__/__ TOTAL: _____

[illegible]

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Department of Human Services

2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a fitness or suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.
4. Appointees, candidates, employees and volunteers providing legal services within the DHS Office of the General Counsel (OGC) are excluded from the requirements of this MOU.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller twenty-one thousand nine hundred thirty-four dollars and forty-nine cents (\$21,934.49) for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20 of the DCMR. The Buyer agrees that for purposes of these regulations, as they relate to suitability screenings covered by this

agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A.** The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one (1) year 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year (FY) 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least twenty-one thousand nine hundred thirty-four dollars and forty-nine cents (\$21,934.49).

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed twenty-one thousand nine hundred thirty-four dollars and forty-nine cents (\$21,934.49). For FY 2021, 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 compliance service costs outlined on the schedule on the following page, 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, twenty-one thousand nine hundred thirty-four dollars and forty-nine cents (\$21,934.49) for FY 2021.

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU, twenty-one thousand nine hundred thirty-four dollars and forty-nine cents (\$21,934.49).
- 2.** The Seller shall submit invoices at least quarterly that shall include the amounts billed for that period. The invoices shall include: (1) a list of compliance services and their costs; and (2) a list of labor costs, including hourly rates for all staff.

3. The payment to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU, twenty-one thousand nine hundred thirty-four dollars and forty-nine cents (\$21,934.49).
4. The Seller shall receive the payment and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days prior to the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and financial 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 District Office of Financial Operations and Systems within the Office of the Chief Financial Officer for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 1 | \$ 29 | \$ 32.59 | \$ 0 | \$ 61.59 |
| Protection | 10 | \$ 29 | \$ 32.59 | \$ 0 | \$ 615.9 |
| Security | 72 | \$ 29 | \$ 32.59 | \$ 0 | \$ 4434.48 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 5111.97 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 4 | \$24.25 | \$ 32.59 | \$ 0 | \$ 227.36 |
| Protection | 59 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 3353.56 |
| Security | 216 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 12277.44 |
| Criminal Background Recert Total Cost | | | | | \$ 15858.36 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 1 | \$ 40 | \$ 20.26 | \$ 0 | \$ 60.26 |
| Protection | 10 | \$ 40 | \$ 20.26 | \$ 0 | \$ 602.6 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 662.86 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 4 | \$ 40 | \$ 20.26 | \$ 0 | \$ 241.04 |
| Alcohol | 1 | \$ 40 | \$ 20.26 | \$ 0 | \$ 60.26 |
| Random Drug Testing Total Cost | | | | | \$ 301.3 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$21,934.49

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 funds, the Seller will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

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

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources
Policy & Compliance Administration
1015 Half Street, S.E.
Washington DC 20003
(202) 727-1528

Carlisa Long, Human Resources Specialist

Department of Human Services
Office of the Director
64 New York Avenue, N.E., 6th Floor
Washington, DC 20002
(202) 671-4200

XIV. 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.

XV. MISCELLANEOUS

The Parties shall comply with all applicable District and federal 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.

FOR THE DEPARTMENT OF HUMAN SERVICES:

Laura Green Zeilinger/dca
Laura Green Zeilinger
Director

11/04/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES:

Ventris C. Gibson
Ventris C. Gibson
Director

November 9, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER *for [Signature]* DATE: 11.10.2020

BUYER INFORMATION

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

NAME OF CONTACT: Hayden Bernard - AF0

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

TELEPHONE # : 202 - 671 - 4240

FAX # : _____

AUTHORIZING OFFICER *D. Rutherford for H. Bernard* DATE: ____/____/____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DCHR to provide employment screening MOU

TOTAL: \$3,224.37

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH | AG1 | AG2 | AG3 |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|-----|-----|-----|
| SELLER | BE0 | 21 | 0001 | 0700 | JAB21 | 45100 | 4600 | 4600 | | JABE21-01 | | | |
| BUYER | JA0 | 21 | 1000 | 8200 | UHHR1 | AD108 | 0408 | 0408 | | | | | |

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL: 13,489.71

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH | AG1 | AG2 | AG3 |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|-----|-----|-----|
| SELLER | BE0 | 21 | 0001 | 0700 | JAB21 | 45100 | 4600 | 4600 | | JABE21-01 | | | |
| BUYER | JA0 | 21 | 2000 | 0100 | APEMD | TE115 | 0409 | 0409 | | | | | |

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL: 5,220.41

| | AGY | YR | ORG CODE | | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH | AG1 | AG2 | AG3 |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|-----|-----|-----|
| SELLER | BE0 | 21 | 0001 | 0700 | JAB21 | 45100 | 4600 | 4600 | | JABE21-01 | | | |
| BUYER | JA0 | 21 | 5000 | 0100 | ASOSG | HHC77 | 0409 | 0409 | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Department of Insurance, Securities and Banking and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$1,828.38 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$1,828.38.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$1,828.38 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 2 | \$ 29 | \$ 32.59 | \$ 0 | \$ 123.18 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 123.18 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 30 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 1705.2 |
| Criminal Background Recert Total Cost | | | | | \$ 1705.2 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$1,828.38

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration

1015 Half St SE, Washington DC 20003

(202) 727-1528

Alice Pettigrew

Department of Insurance, Securities and Banking

1050 First Street, NE, Suite 801 Washington, DC 20002

(202)442-8129

XIV. 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.

XV. 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.

FOR THE DEPARTMENT OF INSURANCE, SECURITIES AND BANKING

Karima Woods

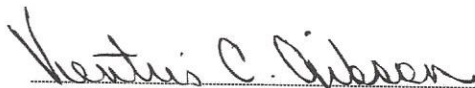
Digitally signed by Karima Woods
Date: 2020.11.05 15:15:21 -05'00'

Karima M. Woods, Commissioner

Department of Insurance, Securities and Banking

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

November 13, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER 

DATE: 11/19/2020

BUYER INFORMATION

AGENCY: Department of Insurance, Securities & Banking AGENCY CODE: SR0

NAME OF CONTACT: Bright Ahaiwe - AF0

ADDRESS : 1050 1st Street, NE 7th Floor
Washington, DC 20002

TELEPHONE # : 202 - 442 - 7822

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ____/____/____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 1,828.38

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | SRB21 | 45100 | 4600 | 4600 | | SRBE21-01 |
| Buyer | SR0 | 21 | | | | | | | | |

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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Motor Vehicles and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$6,165.45 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$6,165.45.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$6,165.45 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 2 | \$ 29 | \$ 32.59 | \$ 0 | \$ 123.18 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 11 | \$ 29 | \$ 32.59 | \$ 0 | \$ 677.49 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 800.67 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 17 | \$24.25 | \$ 32.59 | \$ 0 | \$ 966.28 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 53 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 3012.52 |
| Criminal Background Recert Total Cost | | | | | \$ 3978.8 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 2 | \$ 40 | \$ 20.26 | \$ 0 | \$ 120.52 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 120.52 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 17 | \$ 40 | \$ 20.26 | \$ 0 | \$ 1024.42 |
| Alcohol | 4 | \$ 40 | \$ 20.26 | \$ 0 | \$ 241.04 |
| Random Drug Testing Total Cost | | | | | \$ 1265.46 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$6,165.45

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Odessa Nance

Department of Motor Vehicles
95 M Street, SW Suite 206 Washington, DC 20003
(202) 729-7076

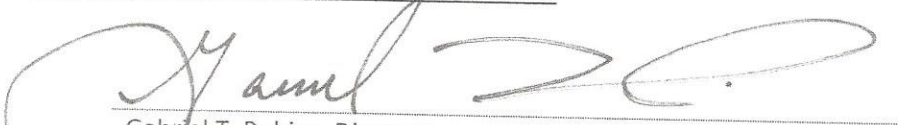
XIV. MODIFICATIONS

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.

XV. 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.

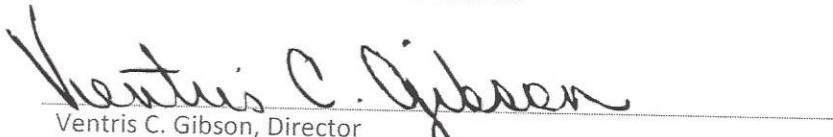
FOR THE DEPARTMENT OF MOTOR VEHICLES



Gabriel T. Robins, Director
Department of Motor Vehicles

11/5/2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

November 11, 2020
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 - AF0

ADDRESS : 441 4th Street N.W. Suite 890 N.

Washington, DC 20001

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER 

DATE: 11.18.2020

BUYER INFORMATION

AGENCY: Department of Motor Vehicles

AGENCY CODE: KV0

NAME OF CONTACT: Ron Pleasant - AF0

ADDRESS : 95 M Street, SW Suite 206

Washington, DC 20024

TELEPHONE # : 202 - 729 - 7011

FAX # : _____

AUTHORIZING OFFICER 

DATE: 12 / 10 / 20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DCHR to provide employment screening services.

DATE: 12/11/2020 **TOTAL:** \$4,400.00

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH | AG1 | AG2 | AG3 |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|-----|-----|-----|
| SELLER | BE0 | 21 | 0001 | 0700 | KVB21 | 45100 | 4600 | 4600 | | KVBE21/01 | | | |
| BUYER | KV0 | 21 | | 0100 | 10100 | HIRE1 | | 4930 | | | | | |

GOOD/ SERVICE: _____

DATE: __ / __ / __ **TOTAL:** \$2,561.00

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH | AG1 | AG2 | AG3 |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|-----|-----|-----|
| SELLER | BE0 | 21 | 0001 | 0700 | KVB21 | 45100 | 4600 | 4600 | | KVBE21/01 | | | |
| BUYER | KV0 | 21 | | 0100 | 20300 | PROC2 | | 0409 | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Department of Aging and Community Living

2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$5,570.97 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$5,570.97.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$5,570.97 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 6 | \$ 29 | \$ 32.59 | \$ 0 | \$ 369.54 |
| Security | 19 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1170.21 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |

Criminal Background Checks Total Cost \$ 1539.75

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$ 17 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 28 | \$ 17 | \$ 32.59 | \$ 0 | \$ 1388.52 |
| Security | 46 | \$ 17 | \$ 32.59 | \$ 0 | \$ 2281.14 |

Criminal Background Recert Total Cost \$ 3669.66

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 6 | \$ 40 | \$ 20.26 | \$ 0 | \$ 361.56 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Drug Testing Total Cost \$ 361.56

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-----------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Random Drug Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|----------------|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |

Pre-employment Fitness for Duty Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |

Fitness for Duty Recertification Total Cost \$ 0

GRAND TOTAL \$5,570.97

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Garret King

Department of Aging and Community Living
500 K St NE, Washington, DC 20002
(202) 724-5626

XIV. 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.

XV. 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.

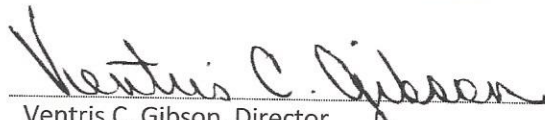
FOR THE DEPARTMENT OF AGING AND COMMUNITY LIVING



Laura Newland, Director
Department of Aging and Community Living

October 6, 2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 19, 2020
Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____

DATE OF MOU: ____/____/____

SELLER INFORMATIONAGENCY: D.C. Department of Human ResourcesAGENCY CODE: BE0NAME OF CONTACT: James Hurley - AF0ADDRESS : 441 4th Street N.W. Siute 890 N.Washington, DC 20001TELEPHONE # : 202-727-3605FAX # : 202 727-0659AUTHORIZING OFFICER - *for L.D. A1*DATE: 10 / 19 / 2020**BUYER INFORMATION**AGENCY: Department of Aging & Community LivingAGENCY CODE: BY0NAME OF CONTACT: Paul Blake - AF0ADDRESS : 441 4th Street N.W. Siute 890 N.Washington, DC 20001

TELEPHONE # : _____

FAX # : _____

AUTHORIZING OFFICER *Paul K. Blake*DATE: 10 / 23 / 20**PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION**

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 5,570.97

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | BYB21 | 45100 | 4600 | 4600 | | BYBE21-01 |
| Buyer | BY0 | 21 | | 0100 | 10101 | 01010 | 0408 | 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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Department of Aging and Community Living

2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$5,570.97 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$5,570.97.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$5,570.97 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 6 | \$ 29 | \$ 32.59 | \$ 0 | \$ 369.54 |
| Security | 19 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1170.21 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |

Criminal Background Checks Total Cost \$ 1539.75

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$ 17 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 28 | \$ 17 | \$ 32.59 | \$ 0 | \$ 1388.52 |
| Security | 46 | \$ 17 | \$ 32.59 | \$ 0 | \$ 2281.14 |

Criminal Background Recert Total Cost \$ 3669.66

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 6 | \$ 40 | \$ 20.26 | \$ 0 | \$ 361.56 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Drug Testing Total Cost \$ 361.56

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-----------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Random Drug Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|----------------|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |

Pre-employment Fitness for Duty Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |

Fitness for Duty Recertification Total Cost \$ 0

GRAND TOTAL \$5,570.97

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

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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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

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1015 Half St SE, Washington DC 20003
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Garret King

Department of Aging and Community Living
500 K St NE, Washington, DC 20002
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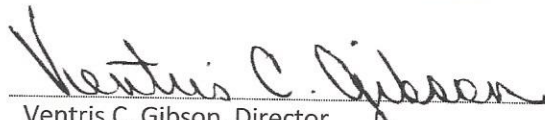
FOR THE DEPARTMENT OF AGING AND COMMUNITY LIVING



Laura Newland, Director
Department of Aging and Community Living

October 6, 2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 19, 2020
Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____

DATE OF MOU: ____/____/____

SELLER INFORMATIONAGENCY: D.C. Department of Human ResourcesAGENCY CODE: BE0NAME OF CONTACT: James Hurley - AF0ADDRESS : 441 4th Street N.W. Siute 890 N.Washington, DC 20001TELEPHONE # : 202-727-3605FAX # : 202 727-0659AUTHORIZING OFFICER - *for L.D. A1*DATE: 10 / 19 / 2020**BUYER INFORMATION**AGENCY: Department of Aging & Community LivingAGENCY CODE: BY0NAME OF CONTACT: Paul Blake - AF0ADDRESS : 441 4th Street N.W. Siute 890 N.Washington, DC 20001

TELEPHONE # : _____

FAX # : _____

AUTHORIZING OFFICER *Paul K. Blake*DATE: 10 / 23 / 20**PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION**

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 5,570.97

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | BYB21 | 45100 | 4600 | 4600 | | BYBE21-01 |
| Buyer | BY0 | 21 | | 0100 | 10101 | 01010 | 0408 | 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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Department of Energy and Environment and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$1,500.00 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$1,500.00.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$1,500.00 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems 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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Talisha Pitt

Department of Energy and Environment
1200 First Street NE, Washington DC 20002
202 535-2600

XIV. 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.

XV. 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.

FOR THE DEPARTMENT OF ENERGY AND ENVIRONMENT

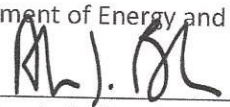
Tommy Wells

Digitally signed by Tommy Wells
DN: cn=Tommy Wells, o=DC Dept of
Energy & Environment, ou=Director,
email=tommy.wells@dc.gov, c=US
Date: 2020.10.21 16:39:01 -04'00'

Tommy Wells, Director
Department of Energy and Environment

Date

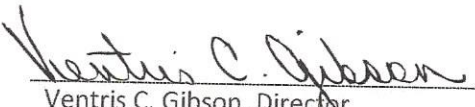
10/21/2020



Alan J. Barak, for legal sufficiency
Assistant General Counsel

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 30, 2020

Date

Filename: 00 fy2021 mou - dchr and doee compliance services.docx

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER *for [Signature]*

DATE: 10/30/2020

BUYER INFORMATION

AGENCY: D.C. Department of Energy & Environment AGENCY CODE: KG0

NAME OF CONTACT: Perry Fitzpatrick - AF0

ADDRESS : 1200 First Street, NE

Suite 500

Washington, DC 20002

TELEPHONE # : 202 - 535 - 2600

FAX # : _____

AUTHORIZING OFFICER *DHW*

DATE: 12 / 04 / 2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 1,500.00

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | KGB21 | 45100 | 4600 | 4600 | | KGBE21 - 01 |
| Buyer | KG0 | 21 | 0100 | 0100 | 1000L | 1090A | 0040 | 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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Department of Health and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$7,150.95 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$7,150.95.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$7,150.95 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 1 | \$ 29 | \$ 32.59 | \$ 0 | \$ 61.59 |
| Protection | 2 | \$ 29 | \$ 32.59 | \$ 0 | \$ 123.18 |
| Security | 10 | \$ 29 | \$ 32.59 | \$ 0 | \$ 615.9 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |

Criminal Background Checks Total Cost \$ 800.67

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 7 | \$24.25 | \$ 32.59 | \$ 0 | \$ 397.88 |
| Protection | 22 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 1250.48 |
| Security | 70 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 3978.8 |

Criminal Background Recert Total Cost \$ 5627.16

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 1 | \$ 40 | \$ 20.26 | \$ 0 | \$ 60.26 |
| Protection | 2 | \$ 40 | \$ 20.26 | \$ 0 | \$ 120.52 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Drug Testing Total Cost \$ 180.78

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-----------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 7 | \$ 40 | \$ 20.26 | \$ 0 | \$ 421.82 |
| Alcohol | 2 | \$ 40 | \$ 20.26 | \$ 0 | \$ 120.52 |

Random Drug Testing Total Cost \$ 542.34

FITNESS FOR DUTY TESTING - APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|----------------|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |

Pre-employment Fitness for Duty Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING - EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |

Fitness for Duty Recertification Total Cost \$ 0

GRAND TOTAL \$7,150.95

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Patricia L. Evans

Department of Health
899 N Capitol ST NE, Washington DC 20002
(202) 442-5846


XIV. 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.

XV. MISCELLANEOUS

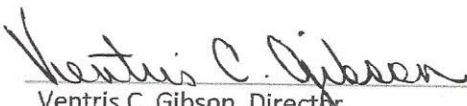
The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

FOR THE DEPARTMENT OF HEALTH


LaQuandra S. Nesbitt MD, MPH, Director
Department of Health

10/14/2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson, Director
Department of Human Resources

October 19, 2020
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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER - James M. Hurley DATE: 10 / 19 / 2020

BUYER INFORMATION

AGENCY: D.C. Department of Health AGENCY CODE: HC0

NAME OF CONTACT: Adreana Deane - AF0

ADDRESS : 890 North Capitol Street NE
Washington, DC 20002

TELEPHONE # : 202 - 442 - 9231

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ____/____/____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 7,150.95

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|------------|-----------|-------------|-------------|--------------|--------------|-------------|-------------|----------|------------------|
| Seller | BE0 | 21 | 0001 | 0700 | HCB21 | 45100 | 4600 | 4600 | | HCBE21-01 |
| Buyer | HC0 | 21 | | | | | | | | |

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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Department of Public Works and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$87,443.29 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$87,443.29.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$87,443.29 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 120 | \$ 29 | \$ 32.59 | \$ 0 | \$ 7390.8 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 27 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1662.93 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 9053.73 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 525 | \$24.25 | \$ 32.59 | \$ 0 | \$ 29841 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 59 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 3353.56 |
| Criminal Background Recert Total Cost | | | | | \$ 33194.56 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|-----------|
| Safety | 120 | \$ 40 | \$ 20.26 | \$ 0 | \$ 7231.2 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 7231.2 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 525 | \$ 40 | \$ 20.26 | \$ 0 | \$ 31636.5 |
| Alcohol | 105 | \$ 40 | \$ 20.26 | \$ 0 | \$ 6327.3 |
| Random Drug Testing Total Cost | | | | | \$ 37963.8 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$87,443.29

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Fredline Lebrun

Department of Public Works
2000 14th St. NW, Washington DC 20001
(202) 673-6758

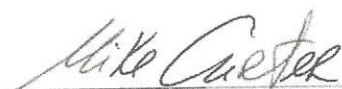
XIV. MODIFICATIONS

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.

XV. MISCELLANEOUS

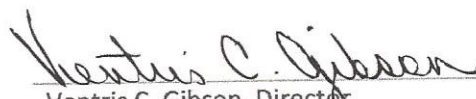
The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

FOR THE DEPARTMENT OF PUBLIC WORKS


for Christopher Geldart, Director
Department of Public Works

10/20/20
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson, Director
Department of Human Resources

October 30, 2020
Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____

DATE OF MOU: ____/____/____

SELLER INFORMATIONAGENCY: D.C. Department of Human ResourcesAGENCY CODE: BE0NAME OF CONTACT: James Hurley - AF0ADDRESS : 441 4th Street N.W. Suite 890 N.Washington, DC 20001TELEPHONE # : 202-727-3605FAX # : 202 727-0659AUTHORIZING OFFICER DATE: 10.30.2020**BUYER INFORMATION**AGENCY: D.C. Department of Public WorksAGENCY CODE: KT0NAME OF CONTACT: Perry Fitzpatrick - AF0ADDRESS : 2000 14th Street, NWSuite 500Washington, DC 20001TELEPHONE # : 202 - 535 - 2600

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ____/____/____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 87,443.29

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | KTB21 | 45100 | 4600 | 4600 | | KTBE21 - 01 |
| Buyer | KT0 | 21 | | | | | | | | |

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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Small and Local Business Development and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a fitness or suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$1,500.00 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered in this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020, though, September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$1,500.00.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed \$1,500.00 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2. The Seller shall submit invoices at least quarterly 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 staff.
- 3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days prior to the end of the current fiscal year.
- 5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 1 | \$ 29 | \$ 32.59 | \$ 0 | \$ 61.59 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 61.59 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 13 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 738.92 |
| Criminal Background Recert Total Cost | | | | | \$ 738.92 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL¹ **\$1,500.00**

¹ The minimum allowable value for DCHR to process an intra-agency transfer is \$1,500. The original value of this MOU, which was \$800.51, has been increased by \$699.49 to match the minimum threshold.

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Sherri Battle

Department of Small and Local Business Development1
441 4th Street NW, Suite 850 North, Washington, DC 20001
(202) 727-3900

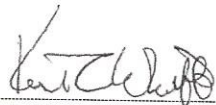
XIV. MODIFICATIONS

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.

XV. 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.

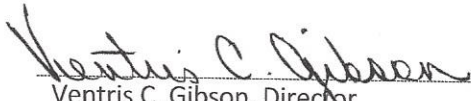
FOR THE DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT1



Kristi C. Whitfield, Director
Department of Small and Local Business Development

September 24, 2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 20, 2020
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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : (202) 727-0659

AUTHORIZING OFFICER: 

DATE: 10/20/2020

BUYER INFORMATION

AGENCY: Dep of Small & Local Business Development AGENCY CODE: EN0

NAME OF CONTACT: Curtis Lewis - AF0

ADDRESS : 1015 Half Street, SE, Suite 675
Washington, DC 20001

TELEPHONE # : 202 - 724-7026

FAX # : _____

AUTHORIZING OFFICER _____ DATE: 12 / 21 / 2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 1,500.00

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | ENB21 | 45100 | 4600 | 4600 | | ENBE21 - 01 |
| Buyer | EN0 | 21 | 0100 | 1000 | 1000L | AMP90 | 0704 | 0704 | | |

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

| | 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 | | | | | | | 4600 | | | |
| BUYER | | | | | | | | | | |

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

TOTAL: _____

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

Revised 9/15/98

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Department of Small and Local Business Development and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 of the District of Columbia Municipal Regulations (DCMR).

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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 the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
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1. The Buyer shall advance to the Seller \$1,500.00 for compliance services.
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IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020, though, September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$1,500.00.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$1,500.00 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
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5. 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 for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 1 | \$ 29 | \$ 32.59 | \$ 0 | \$ 61.59 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 61.59 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 13 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 738.92 |
| Criminal Background Recert Total Cost | | | | | \$ 738.92 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL¹ \$1,500.00

¹ The minimum allowable value for DCHR to process an intra-agency transfer is \$1,500. The original value of this MOU, which was \$800.51, has been increased by \$699.49 to match the minimum threshold.

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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 may be amended, regardless of whether a particular obligation has been expressly so conditioned.

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XII. TERMINATION

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Sherri Battle

Department of Small and Local Business Development1
441 4th Street NW, Suite 850 North, Washington, DC 20001
(202) 727-3900

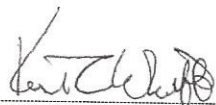
XIV. MODIFICATIONS

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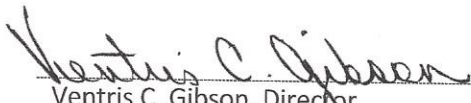
FOR THE DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT1



Kristi C. Whitfield, Director
Department of Small and Local Business Development

September 24, 2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 20, 2020
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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : (202) 727-0659

AUTHORIZING OFFICER: 

DATE: 10/20/2020

BUYER INFORMATION

AGENCY: Dep of Small & Local Business Development AGENCY CODE: EN0

NAME OF CONTACT: Curtis Lewis - AF0

ADDRESS : 1015 Half Street, SE, Suite 675
Washington, DC 20001

TELEPHONE # : 202 - 724-7026

FAX # : _____

AUTHORIZING OFFICER _____ DATE: 12 / 21 / 2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 1,500.00

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | ENB21 | 45100 | 4600 | 4600 | | ENBE21 - 01 |
| Buyer | EN0 | 21 | 0100 | 1000 | 1000L | AMP90 | 0704 | 0704 | | |

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

| | 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 | | | | | | | 4600 | | | |
| BUYER | | | | | | | | | | |

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

TOTAL: _____

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

Revised 9/15/98

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Department of Youth Rehabilitation Services and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$40,533.70 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$40,533.70.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$40,533.70 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 31 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1909.29 |
| Protection | 12 | \$ 29 | \$ 32.59 | \$ 0 | \$ 739.08 |
| Security | 5 | \$ 29 | \$ 32.59 | \$ 0 | \$ 307.95 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 2956.32 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 161 | \$24.25 | \$ 32.59 | \$ 0 | \$ 9151.24 |
| Protection | 60 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 3410.4 |
| Security | 13 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 738.92 |
| Criminal Background Recert Total Cost | | | | | \$ 13300.56 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 31 | \$ 40 | \$ 20.26 | \$ 0 | \$ 1868.06 |
| Protection | 12 | \$ 40 | \$ 20.26 | \$ 0 | \$ 723.12 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 2591.18 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|-------------|
| Safety | 161 | \$ 40 | \$ 20.26 | \$ 0 | \$ 9701.86 |
| Alcohol | 33 | \$ 40 | \$ 20.26 | \$ 0 | \$ 1988.58 |
| Random Drug Testing Total Cost | | | | | \$ 11690.44 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 50 | \$ 105 | \$ 70.1 | \$ 0 | \$ 8755 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 8755 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|-----------|
| Employee FFD | 2 | \$ 550 | \$ 70.1 | \$ 0 | \$ 1240.2 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 1240.2 |

GRAND TOTAL \$40,533.70

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Vernee Briscoe

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

XIV. 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.

XV. 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.

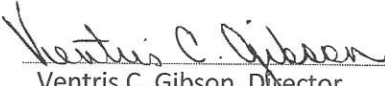
FOR THE DEPARTMENT OF YOUTH REHABILITATION SERVICES



Clinton Lacey, Director
Department of Youth Rehabilitation Services

11/13/20
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

November 19, 2020
Date

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____

DATE OF MOU: ____/____/____

SELLER INFORMATIONAGENCY: D.C. Department of Human ResourcesAGENCY CODE: BE0NAME OF CONTACT: James Hurley - AF0ADDRESS : 441 4th Street N.W. Suite 890 N.Washington, DC 20001TELEPHONE # : 202-727-3605FAX # : 202 727-0659AUTHORIZING OFFICER DATE: 11.19.2020**BUYER INFORMATION**AGENCY: Department of Youth Rehabilitation ServicesAGENCY CODE: JZ0NAME OF CONTACT: Antonio Baxter - AF0ADDRESS : 450 H Street NW, 8th FloorWashington, DC 20001TELEPHONE # : 202 - 299 - 5675

FAX # : _____

AUTHORIZING OFFICER DATE: 12-1-2020

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 40,533.70

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|-----|----|----------|------|------------|-------|------|------|----------|-------------|
| Seller | BE0 | 21 | 0001 | 0700 | JZB21 | 45100 | 4600 | 4600 | | JZBE21 - 01 |
| Buyer | JZ0 | 21 | 1000 | 100 | APAHR10110 | | 409 | 409 | | |

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 | | | | | | | | | | |



DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Homeland Security and Emergency Management Agency and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$2,998.59 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in

accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$2,998.59.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1. Total cost for services under this MOU shall not exceed \$2,998.59 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2. The Seller shall submit invoices at least quarterly 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 staff.
- 3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 21 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1293.39 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 1293.39 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 30 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 1705.2 |
| Criminal Background Recert Total Cost | | | | | \$ 1705.2 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$2,998.59

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Andre Terry

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

XIV. 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.

XV. 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.

FOR THE HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY



Dr. Christopher Rodriguez, Director
Homeland Security and Emergency Management Agency

10.23.2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 27, 2020

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 - AF0
ADDRESS : 441 4th Street N.W. Suite 890 N.
Washington, DC 20001
TELEPHONE # : 202-727-3605
FAX # : 202 727-0659
AUTHORIZING OFFICER: for G.D. Ad. DATE: 10.27.2020

BUYER INFORMATION

AGENCY: _____ AGENCY CODE: BN0
NAME OF CONTACT: John Nitz - AF0
ADDRESS : 2720 Martin Luther King Jr. Avenue SE
Washington, DC 20032
TELEPHONE # : 202 - 442 - 8308
FAX # : _____
AUTHORIZING OFFICER: [Signature] DATE: 10.30.20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 2,998.59

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | BNB21 | 45100 | 4600 | 4600 | | BNBE21-01 |
| Buyer | BN0 | 21 | 1000 | 8200 | EMP20 | 1320F | 0408 | 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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between Office of the Chief Technology Officer and
The Department of Human Resources

Fiscal Year 2021

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screening, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$5,040.08 for the compliance services described herein.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from the last date of execution through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$5,040.08.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. The total cost for services under this MOU shall not exceed \$5,040.08 for Fiscal Year 2021. Funding for services shall not exceed the actual cost of the goods and services provided.
2. The estimated cost of this MOU is based upon the projected service costs outlined on the schedule on page 4 of this MOU, and does 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).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days prior to the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. The decision of the Parties' Directors related to any disputes referred shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer, Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|-------------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 20 | \$ 29 | \$ 32.59 | \$ 0 | \$ 1,231.80 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 1,231.80 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 67 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 3808.28 |
| Criminal Background Recert Total Cost | | | | | \$ 3808.28 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 0 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Random Drug Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$5,040.08

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington, DC 20003
(202) 727-1528

Tonya Tart, Lead Human Resources Specialist

Office of the Chief Technology Officer
200 I St SE, Washington, DC 20003
(202) 724-7635

XIV. 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.

XV. MISCELLANEOUS

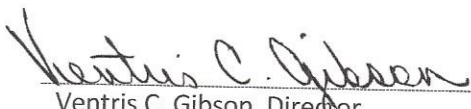
The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

FOR THE OFFICE OF THE CHIEF TECHNOLOGY OFFICER


Lindsey W. Parker, Chief Technology Officer
Office of the Chief Technology Officer

November 19, 2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES


Ventris C. Gibson, Director
Department of Human Resources

November 19, 2020
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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER

DATE: 11/19/2020

BUYER INFORMATION

AGENCY: Office of the Chief Technology Officer AGENCY CODE: TO0

NAME OF CONTACT: Phil Peng - AF0

ADDRESS : 200 I Street, SE # 5418
Washington, DC 20003

TELEPHONE # : 202 - 727 - 8472

FAX # : _____

AUTHORIZING OFFICER

DATE: 11/20/20, ____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening service

\$ 5,040.08

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|------------|-----------|-------------|-------------|--------------|--------------|-------------|-------------|----------|--------------------|
| Seller | BE0 | 21 | 0001 | 0700 | TOB21 | 45100 | 4600 | 4600 | | TOBE21 - 01 |
| Buyer | TO0 | 21 | 1000 | 0100 | 10000 | 10100 | 0409 | 0409 | | N/A |

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 | | | | | | | | | | |

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Office of the State Superintendent of Education - Division of Early Learning and
The Department of Human Resources**

Fiscal Year 2021

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Office of the State Superintendent of Education - Division of Early Learning (Buyer) and the Department of Human Resources (Seller), collectively known as the Parties.

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with compliance services for its childcare licensees who are subject to suitability screenings. The objective of the suitability screenings is to determine whether each specific candidate, employee or volunteer at District childcare facilities is suitable for such employment consistent with Title 6-B, Chapter 4 of the District of Columbia Municipal Regulations (DCMR) and the federal Child Care and Development Block Grant Act of 2014 (CCDBG).

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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for those candidates, employees, and volunteers of childcare providers under the authority of the Buyer who are subject to criminal background screenings. The Seller shall, at a minimum, provide for the services indicated on page 4. In addition, all criminal background checks shall include:
 - a. National FBI criminal history check;
 - b. In-state criminal history check;
 - c. Inter-state criminal history check;
 - d. National sex offender registry check;
 - e. In-state sex offender registry check; and
 - f. Inter-state sex offender registry check.
2. For each candidate, employee, and volunteer who undergoes a criminal background screening, the Seller shall fully evaluate any criminal history consistent to Chapter 4 and in compliance with CCDBG. Suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$270,533.40 for compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$270,533.40.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 of the DCMR and the Child Care and Development Block Grant Act of 2014 (P.L. 113-186).

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$270,533.40 for Fiscal Year 2021. 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 on the schedule on the following page, 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).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly 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 staff.
- 3.** The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days prior to the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-------------|
| Safety | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 1124 | \$ 29 | \$ 32.59 | \$ 0 | \$ 69227.16 |
| Security | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |

Criminal Background Checks Total Cost \$ 69227.16

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 0 | \$24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Protection | 2350 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 133574 |
| Security | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |

Criminal Background Recert Total Cost \$ 133574

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|------------------------|-----------|----------------|------------------------|-------------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Protection | 1124 | \$ 40 | \$ 20.26 | \$ 0 | \$ 67732.24 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Drug Testing Total Cost \$ 67732.24

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-----------|---------------------|-----------|----------------|------------------------|----------|
| Safety | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Alcohol | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |

Random Drug Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|----------------|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |

Pre-employment Fitness for Duty Testing Total Cost \$ 0

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |

Fitness for Duty Recertification Total Cost \$ 0

GRAND TOTAL \$270,533.40

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Eva Laguerre

Office of the State Superintendent of Education - Division of Early Learning
1050 First Street, N.E., Washington, D.C., 20002
(202)741-5942

XIV. 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.

XV. 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.

FOR THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION - DIVISION OF EARLY LEARNING

Hanseul Kang

Hanseul Kang, State Superintendent
Office of the State Superintendent of Education - Division
of Early Learning

10/13/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson

Ventris C. Gibson, Director
Department of Human Resources

October 27, 2020

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 - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER *for [Signature]*

DATE: 10/28/2020

BUYER INFORMATION

AGENCY: OSSE - Division of Early Learning AGENCY CODE: GD0

NAME OF CONTACT: Paris Saunders - AF0

ADDRESS : 1050 First Street, N.E. 3rd Floor
Washington, DC 20002

TELEPHONE # : 202 - 727 - 3450

FAX # : _____

AUTHORIZING OFFICER Paris Saunders DATE: 10/29/20

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ DCHR to provide employment screening services

\$ 270,533.40

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|---------------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| Seller | BE0 | 21 | 0001 | 0700 | GDB21 | 45100 | 4600 | 4600 | | GDDL21-01 |
| Buyer | GD0 | 21 | GE800 | 8200 | GE800 | CD214 | 0050 | 0506 | N/A | N/A |

GOOD/ SERVICE: _____

DATE: ____/____/____

TOTAL: _____

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-----|------|------|----------|---------|
| SELLER | | | | | GDD21 | | 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 INFORMATIONAGENCY: D.C. Department of Human ResourcesAGENCY CODE: BE0NAME OF CONTACT: James Hurley, Agency Fiscal OfficerADDRESS : 441 4th Street N.W. Suite 890N
Washington, DC 20001TELEPHONE # : (202) 727-3605AUTHORIZING OFFICER
SIGNATURE _____DATE: / / **BUYER INFORMATION**AGENCY: Office of Unified CommunicationsAGENCY CODE: UC0NAME OF CONTACT: Douglas A. Kemp, Agency Fiscal OfficerADDRESS : 2720 Martin Luther King Jr. Ave, SE
Washington DC 20032TELEPHONE # : (202) 730-0519AUTHORIZING OFFICER
SIGNATURE _____DATE: _12_ / 04_ / 20_**PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION**

PART II

MOU NUMBER: _____ 1 OF _____ 1

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DCHR to provide pre-employment screening services

TOTAL: **\$18,878.15**

| | AGY | YR | ORG CODE | FUND | INDEX | PCA | OBJ | AOBJ | GRANT/PH | PROJ/PH |
|--------|-----|----|----------|------|-------|-------|------|------|----------|-----------|
| SELLER | BE0 | 21 | 0001 | 0700 | UCB21 | 45100 | 4600 | 4600 | | UCBE21/21 |
| BUYER | UC0 | 21 | 0100 | 1630 | AE911 | HIRE1 | 0408 | 0408 | | |

GOOD/ SERVICE:

TOTAL:

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

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL:

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

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL:

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

Revised 9/15/15

The background of the document is a grayscale photograph showing several hands of different skin tones shaking together in a group hug or agreement. The image is slightly blurred, emphasizing the gesture of unity.

dchr

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Office of Unified Communications

2021

WE ARE
WASHINGTON
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR

I. INTRODUCTION

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

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee, or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 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 agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
2. For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screenings, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
3. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$18,878.15 for compliance services.
2. The Buyer shall 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 Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless terminated in accordance with Section XII prior to the expiration.

- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a 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 the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2022 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$18,878.15.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapters 4, 16, and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$18,878.15 for Fiscal Year 2021. 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 on page 4, 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)(1).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly 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 staff.
3. The advance to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY21 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|------------------------|-----------|----------------|------------------------|------------|
| Safety | 15 | \$ 29 | \$ 32.59 | \$ 0 | \$ 923.85 |
| Protection | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 8 | \$ 29 | \$ 32.59 | \$ 0 | \$ 492.72 |
| Volunteers | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 29 | \$ 32.59 | \$ 0 | \$ 0 |
| Criminal Background Checks Total Cost | | | | | \$ 1416.57 |

CRIMINAL BACKGROUND RECERTIFICATIONS

| Positions | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---------------------------------------|---------------------|-----------|----------------|------------------------|-----------|
| Safety | 115 | \$24.25 | \$ 32.59 | \$ 0 | \$ 6536.6 |
| Protection | 0 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 0 |
| Security | 30 | \$ 24.25 | \$ 32.59 | \$ 0 | \$ 1705.2 |
| Criminal Background Recert Total Cost | | | | | \$ 8241.8 |

DRUG TESTING (GENERAL)

| Positions | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|-------------------------|------------------------|-----------|----------------|------------------------|----------|
| Safety | 15 | \$ 40 | \$ 20.26 | \$ 0 | \$ 903.9 |
| Protection | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Summer Hires | 0 | \$ 40 | \$ 20.26 | \$ 0 | \$ 0 |
| Drug Testing Total Cost | | | | | \$ 903.9 |

DRUG TESTING - RANDOM

| Positions | Projected # Randoms | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--------------------------------|---------------------|-----------|----------------|------------------------|------------|
| Safety | 115 | \$ 40 | \$ 20.26 | \$ 0 | \$ 6929.9 |
| Alcohol | 23 | \$ 40 | \$ 20.26 | \$ 0 | \$ 1385.98 |
| Random Drug Testing Total Cost | | | | | \$ 8315.88 |

FITNESS FOR DUTY TESTING – APPLICANTS

| Type | Projected # Applicants | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|--|------------------------|-----------|----------------|------------------------|----------|
| Pre-Employment | 0 | \$ 105 | \$ 70.1 | \$ 0 | \$ 0 |
| Pre-employment Fitness for Duty Testing Total Cost | | | | | \$ 0 |

FITNESS FOR DUTY TESTING – EMPLOYEES

| Type | Projected # Recerts | Unit Cost | Personnel Cost | Misc. Fees (Ala Carte) | Subtotal |
|---|---------------------|-----------|----------------|------------------------|----------|
| Employee FFD | 0 | \$ 550 | \$ 70.1 | \$ 0 | \$ 0 |
| Fitness for Duty Recertification Total Cost | | | | | \$ 0 |

GRAND TOTAL \$18,878.15

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; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, 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 will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or 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.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer 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.

XI. CONFIDENTIAL INFORMATION

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

XII. 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 compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half Street SE, Washington, DC 20003
(202) 727-1528

Setrena Ford

Office of Unified Communications
2720 Martin Luther King Jr Avenue SE, Washington, DC 20032
(202) 730-0524

XIV. 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.

XV. 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.

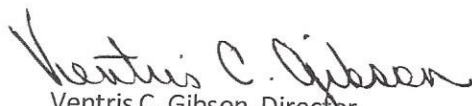
FOR THE OFFICE OF UNIFIED COMMUNICATIONS



Karima Holmes, Director
Office of Unified Communications

9/18/2020
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director
Department of Human Resources

October 14, 2020
Date