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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

*** WE ARE WASHINGTON ***
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC MURIEL BOWSER, MAYOR

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. Siute 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. Nationa 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										

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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.
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- 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. Siute 890 N.
Washington, DC 20001

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER: *for E.D.M.* 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

dchr

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. ...* 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										

dchr

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. Siute 890 N.
Washington, DC 20001
TELEPHONE # : 202-727-3605
FAX # : 202 727-0659
AUTHORIZING OFFICER: for ZAD - [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

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

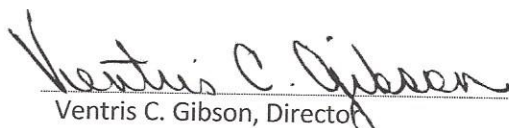


Brenda Donald, Director
Child and Family Services Agency

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. Siute 890 N.
Washington, DC 20001
TELEPHONE # : 202-727-3605
FAX # : 202 727-0659
AUTHORIZING OFFICER: for ZAD - [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

dchr

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

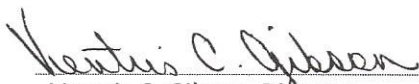


Andrew Reese, Director
Department on Disability Services

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. Siute 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										

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

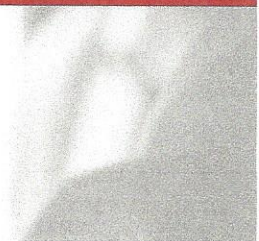
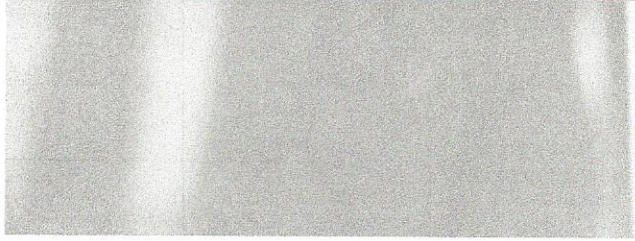
MEMORANDUM OF UNDERSTANDING

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

Fiscal Year 2021

WE ARE WASHINGTON
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC 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

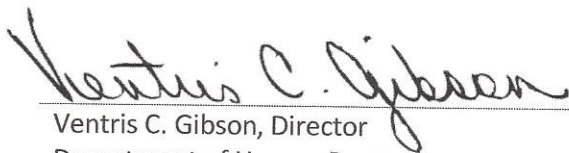


David Do, Director
Department of For-Hire Vehicles

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: [Signature] DATE: 10/26/2020

BUYER INFORMATION

AGENCY: Department of For - Hire Vehicles AGENCY CODE: TC0
NAME OF CONTACT: Bright Ahaive - 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										

The background of the entire page is a grayscale photograph showing several pairs of hands shaking in a circle, symbolizing agreement and partnership. The image is slightly faded and serves as a backdrop for the text.

dchr

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 (A la 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 (A la 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 (A la 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 (A la 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 (A la 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 (A la 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
Keith A. Anderson
Key: 8a4ca71736a88c09b42760a970d1485

Keith A. Anderson, Director
Department of General Services

11/09/2020

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

Ventris C. Gibson

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. Siute 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										

dchr

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

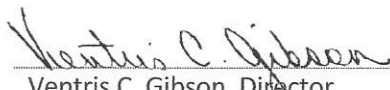


Wayne Turnage, M.P.A., Director
Department of Health Care Finance

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 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: 11, 18, 2020

BUYER INFORMATION

AGENCY: Department of Health Care Finance AGENCY CODE: HT0

NAME OF CONTACT: Darrin Shaffer - AF0

ADDRESS : 441 4th Street, Suit 900S
Washington, DC 20001

TELEPHONE # : 202 - 442 - 9079

FAX # : _____

AUTHORIZING OFFICER _____

DATE: ___ / ___ / ___

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

dchr

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Department of Human Services

2021

WE ARE
WASHINGTON
DC GOVERNMENT OF THE
DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR

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. Siute 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	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	5000	0100	ASOSG	HHC77	0409	0409					

dchr

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

**WE ARE
WASHINGTON
DC** GOVERNMENT OF THE
DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR

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

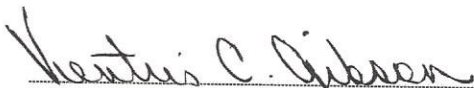
Karima Woods

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

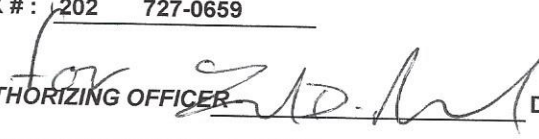
AGENCY: D.C. Department of Human Resources AGENCY CODE: BE0

NAME OF CONTACT: James Hurley - AF0

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

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER  DATE: 11/19/2020

BUYER INFORMATION

AGENCY: Department of 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										

dchr

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.

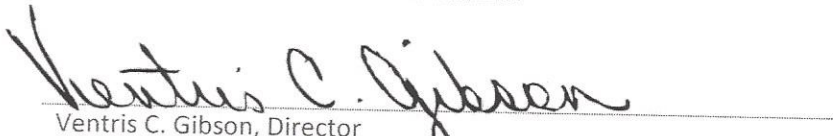
FOR THE DEPARTMENT OF MOTOR VEHICLES



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. Siute 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					

dchr

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Department of Aging and Community Living

2021

*** WE ARE WASHINGTON ***
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC MURIEL BOWSER, MAYOR

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 (A la 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 (A la 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 (A la 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 (A la 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 (A la 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 (A la 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

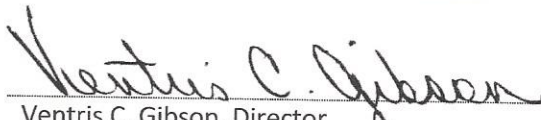


Laura Newland, Director
Department of Aging and Community Living

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 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 L. D. A. J.*

DATE: 10 / 19 / 2020

BUYER INFORMATION

AGENCY: Department of Aging & Community Living

AGENCY CODE: BY0

NAME OF CONTACT: Paul Blake - AF0

ADDRESS : 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										

dchr

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Department of Aging and Community Living

2021

*** WE ARE WASHINGTON ***
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC MURIEL BOWSER, MAYOR

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 (A la 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 (A la 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 (A la 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 (A la 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 (A la 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 (A la 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

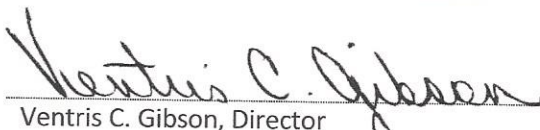


Laura Newland, Director
Department of Aging and Community Living

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 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 Y. D. A. J.*

DATE: 10 / 19 / 2020

BUYER INFORMATION

AGENCY: Department of Aging & Community Living

AGENCY CODE: BY0

NAME OF CONTACT: Paul Blake - AF0

ADDRESS : 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										

dchr

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.
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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

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IX. PROCUREMENT PRACTICES ACT

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XI. CONFIDENTIAL INFORMATION

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XII. TERMINATION

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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

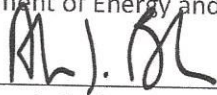
The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

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.well@dc.gov, c=US
Date: 2020.10.21 16:39:01 -0400

Tommy Wells, Director
Department of Energy and Environment



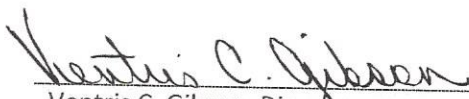
Alan J. Barak, for legal sufficiency
Assistant General Counsel

_____ Date

10/21/2020

_____ 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. 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: _____

\$ 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										

dchr

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

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

Fiscal Year 2021

*** WE ARE WASHINGTON ***
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC MURIEL BOWSER, MAYOR

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.

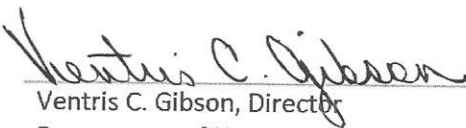
FOR THE DEPARTMENT OF HEALTH



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. Siute 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										

dchr

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

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

Fiscal Year 2021

*** WE ARE WASHINGTON ***
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC MURIEL BOWSER, MAYOR

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  _____ 10/20/20
Christopher Geldart, Director
Department of Public Works
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

 _____ October 30, 2020
Ventris C. Gibson, Director
Department of Human Resources
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: 10.30.2020

BUYER INFORMATION

AGENCY: D.C. Department of Public Works

AGENCY CODE: KT0

NAME OF CONTACT: Perry Fitzpatrick - AF0

ADDRESS : 2000 14th Street, NW

Suite 500

Washington, DC 20001

TELEPHONE # : 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

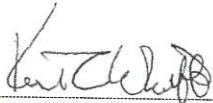
XIV. MODIFICATIONS

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.

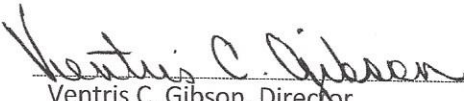
FOR THE DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT1



.....
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: ___ / ___ / ___

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										

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

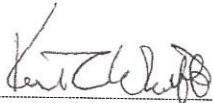
XIV. MODIFICATIONS

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.

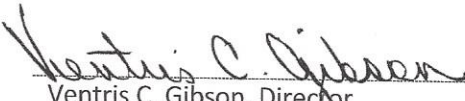
FOR THE DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT1



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: ___ / ___ / ___

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										

dchr

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
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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.

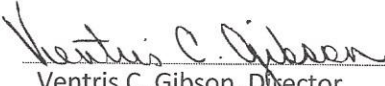
FOR THE DEPARTMENT OF YOUTH REHABILITATION SERVICES



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 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: 11.19.2020

BUYER INFORMATION

AGENCY: Department of Youth Rehabilitation Services

AGENCY CODE: JZ0


NAME OF CONTACT: Antonio Baxter - AF0

ADDRESS : 450 H Street NW, 8th Floor

Washington, DC 20001

TELEPHONE # : 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	APAHR	10110	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										

dchr

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

WE ARE
WASHINGTON
DC GOVERNMENT OF THE
DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR

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.M.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										

dchr

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

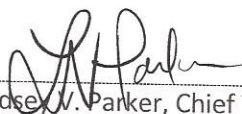
XIV. MODIFICATIONS

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

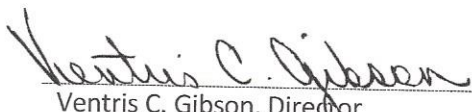


Lindsey W. Parker, Chief Technology Officer
Office of the Chief Technology Officer

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. Siute 890 N.
Washington, DC 20001

TELEPHONE # : 202-727-3605

FAX # : 202 727-0659

AUTHORIZING OFFICER *[Signature]* 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 *phil peng* 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										

dchr

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 INFORMATION

AGENCY: D.C. Department of Human Resources

AGENCY CODE: BE0

NAME OF CONTACT: James Hurley, Agency Fiscal Officer

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

TELEPHONE # : (202) 727-3605

AUTHORIZING OFFICER _____
SIGNATURE

DATE: ___/___/___

BUYER INFORMATION

AGENCY: Office of Unified Communications

AGENCY CODE: UC0

NAME OF CONTACT: Douglas A. Kemp, Agency Fiscal Officer

ADDRESS : 2720 Martin Luther King Jr. Ave, SE
Washington DC 20032

TELEPHONE # : (202) 730-0519

AUTHORIZING 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										

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DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Office of Unified Communications

2021

*** WE ARE WASHINGTON ***
GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DC 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.

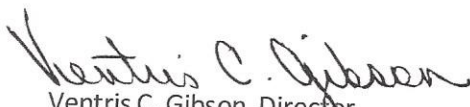
FOR THE OFFICE OF UNIFIED COMMUNICATIONS



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