



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



**Jed Ross**  
Chief Risk Officer

January 29, 2024


The Honorable Brianne K. Nadeau,  
Ward 1 Councilmember  
Chair, Committee on Committee on Public Works and Operations  
Council of the District of Columbia  
John A. Wilson Building  
1350 Pennsylvania Avenue, NW, Suite 108  
Washington, DC 20004

Dear Chairperson Nadeau:

I am writing in response to your Committee's December 15, 2023 email, in which you had requested the Office of Risk Management to provide responses to a series of written questions in advance of the Performance Oversight Hearing on the Office of Risk Management on February 13, 2024.

I look forward to testifying before the Committee and I hope that the attached answers are fully responsive to your questions. If you need any additional information, please do not hesitate to contact me.

Sincerely,

  
Jed Ross  
Chief Risk Officer

# FY 2023-2024 Performance Oversight Questions and Responses

## *Office of Risk Management (ORM)*

### **AGENCY ORGANIZATION**

1. Please provide a current organizational chart for the agency, noting the date that the information was collected on the chart.

#### **Agency Response**

Please see Attachment 01 for ORM's organizational chart.

2. Please provide a narrative explanation of any organizational changes made during FY 23 and FY 24 to date or planned changes during FY 24.

#### **Agency Response**

There were no changes made to the organization during FY 23 and FY 24 to date or any planned changes during FY 24.

3. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the salary, fringe benefits, and length of time with the agency.

#### **Agency Response**

Please see Attachment 02 for the agency's Schedule A.

4. How many vacancies were posted during FY 23? To date in FY 24? Please identify each position, how long the position was vacant, what steps have been taken to fill the position, whether the agency plans to fill the position, and whether the position has been filled.

- a. Last year, the office had a 10% vacancy rate and planned to fill positions. What is the current vacancy rate and what efforts have been undertaken to improve it?

#### **Agency Response**

In FY 23, there were 22 vacancies posted and 19 positions filled, resulting in an average time to fill of 36 days. In FY 24 to date, there were six (6) vacancies posted, with five (5) positions filled with an average time to fill of 47 days.

Positions are filled through active recruitment efforts on DCHR's Career DC, LinkedIn, agency referrals, job fairs, and by obtaining referrals from local chapters of various professional associations.

As of January 22, 2023, ORM has six (6) vacancies and a vacancy rate of 6.8%. Of the six vacancies, there are two candidates awaiting onboarding to the agency.

5. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please

note if the agency is currently in bargaining and the anticipated date of completion of each agreement in bargaining.

**Agency Response**

ORM is a party to the collective bargaining agreement between the Government of the District of Columbia and the American Federation of State, County, and Municipal Employees (“AFSCME”), which covers ten (10) employees working in ORM. Please see Attachment 03 for the current collective bargaining agreement, which is effective October 1, 2021 and is set to expire on September 30, 2025.

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

**Agency Response**

There is currently no ORM employee detailed to other agencies, and no employee detailed to ORM from another agency.

**AGENCY BUDGET AND SPENDING**

7. Please provide a table showing your agency’s Council-approved budget, revised budget (after reprogrammings, etc.), and actual spending, by program, activity, and funding source for FY 23 and the first quarter of FY 24. Please detail any over- or under-spending and if the agency had any federal funds that lapsed.

**Agency Response**

Please see Attachment 04 for the table showing our agency’s budget for FY 23 and the first quarter of FY 24.

8. Please identify any reprogrammings received by, transferred from or within ORM during FY 23 and FY 24. For each reprogramming, list the date, amount, rationale, and reprogramming number.

**Agency Response**

Please see Attachment 05 for a list of reprogrammings that impacted the agency in FY 23 and FY 24, to date.

9. Please list all intra-District transfers to or from the agency during FY 23 and FY 24 to date.

**Agency Response**

Please see Attachment 06 for a list of all intra-District transfers to or from the agency in FY 22 and FY 24, to date.

10. For FY 23 and FY 24, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

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

**Agency Response**

The agency maintains two Special Purpose Revenue (SPR) funds, both within the Captive Insurance Agency:

- The Captive Insurance Fund (1060196) is derived from premiums paid by participating health clinics that qualify and sign up for the agency’s captive medical malpractice liability insurance.
- The Subrogation Fund (1060146) receives funds from ORM’s collection efforts against third party tortfeasors who damage District property and injure police and firefighters. The Subrogation fund supports two (2) FTEs’ Salary and Fringe.

The financial detail of the Captive Insurance Fund and Subrogation Fund are provided in the table below:

<b>Agency Fund</b>	<b>1060146</b>	<b>1060196</b>
<b>Agency Fund Title</b>	Subrogation Fund	Captive Insurance Fund
<b>FY 23 Total Expenditure</b>	\$ 242,095.40	\$ -
<b>FY 23 Cash Revenue</b>	\$ 1,000,534.12	\$ 134,454.96
<b>FY 23 Fund Balance</b>	\$ 666,955.72	\$ 134,454.96
<b>FY 24 Total Expenditure</b>	\$ 52,675.45	\$ -
<b>FY 24 Cash Revenue</b>	\$ 1,056,276.89	\$ 119,612.81
<b>FY 24 Fund Balance</b>	\$ 1,003,601.44	\$ 119,612.81

11. Please list each grant or sub-grant received by your agency in FY 23 and FY 24, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.

**Agency Response**

ORM did not receive any grant or sub-grant in FY 23 and FY 24, to date.

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

**Agency Response**

ORM does not have any FTEs dependent on grant funding.

13. Please provide a list of all budget enhancement requests (including capital improvement needs) made for FY 23 and FY 24. For each, include a description of the need and the amount of funding requested.

**Agency Response**

ORM works with the Mayor’s Office of Budget and Performance Management (OBPM) and the Office of the City Administrator (OCA) to develop its annual budget. The Mayor’s FY 23 and FY 24 budget submissions to Council reflect those efforts.

14. Please list and describe any spending pressures the agency experienced in FY 23 and any anticipated spending pressures for the remainder of FY 24. Include a description of the pressure and the estimated amount.

**Agency Response**

For FY 23, the agency did not experience any spending pressures.

For FY 24, the agency does not anticipate any spending pressures.

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

**Agency Response**

ORM is sufficiently resourced to ensure that the agency can properly administer its statutory mandates.

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

**Agency Response**

The table below shows the information requested on the Risk Management IT System (ERisk); a capital project that is currently being implemented by OCTO. The funding information was supplied by OCTO.

<b>Owner Agency</b>	ORM	<b>Implementing Agency</b>	OCTO
<b>Project Title</b>	RISK MANAGEMENT IT SYSTEM	<b>Project No</b>	RMS01C
<b>LTD Allotment</b>	\$ 2,682,242	<b>Project Start Date</b>	10/1/2017
<b>LTD Exp.</b>	\$ 2,667,001	<b>Project Status</b>	ONGOING
<b>ID Adv.</b>	\$0	<b>Allotment Balance</b>	\$15,240
<b>Current Project Status</b>	OCTO, in collaboration with ORM, continues to add additional enhancements to ERisk to integrate it with existing District systems and data, including Peoplesoft.		

17. For FY 23 and FY 24, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

**Agency Response**

Please see Attachment 07 for the agency’s P-Card expenditures.

18. Please list each contract, procurement, and lease entered into or extended by your agency during FY 23 and FY 24, to date. For each contract, please provide the following information where applicable:
- The name of the contracting party;
  - The nature of the contract, including the end product or service;
  - The dollar amount of the contract, including amount budgeted and amount actually spent;
  - The term of the contract;
  - Whether the contract was competitively bid;
  - The name of the agency’s contract monitor and the results of any monitoring activity; and
  - The funding source.

**Agency Response**

Please see Attachment 08 for a list of all contracts entered by the agency during FY 23 and FY 24, to date.

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

**Agency Response**

ORM has two agency budget codes that are required to report SBE/CBE spending: Risk Management (RK0) and the Employees' Compensation Fund (BG0). The table below shows the approved SBE/CBE budget and the percentage of spending to date for both.

Agency	Approved Expendable Budget	Approved SBE/CBE Goal	Amount Spent to Date	Percentage of Expendable Budget Spent	Percentage of Approved SBE/CBE Goal Spent
BG0	\$723,119.40	\$361,559.70	\$45,826.27	.06%	12.67%
RK0	\$26,978.53	\$13,489.27	\$6,391.50	23.69%	47.38%

20. Please list and provide a copy of all memoranda of understanding (“MOU”) entered into by your agency during FY 23 and FY 24, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

**Agency Response**

Please see Attachment 09 for a list and copies of all MOUs entered by the agency during FY 23 and FY 24, to date.

21. Please provide the Committee with:
- A list of total workers’ compensation payments paid in FY 23 and FY 24, to date, including the number of employees who received workers’ compensation payments, in what amounts, and for what reasons.

**Agency Response**

<b>Fiscal Year</b>	<b>Medical Payments</b>	<b>Indemnity Payments</b>	<b>Total Paid</b>
FY 2023	\$5,487.87	\$10,207.02	\$15,694.89
FY 2024	\$317.11		\$317.11
<b>Total Paid</b>	<b>\$5,804.98</b>	<b>\$10,207.02</b>	<b>\$16,012.00</b>

**AGENCY OPERATIONS**

22. What were the agency’s top five priorities in FY 23? How did the agency address those priorities in FY 23?

**Agency Response**

Customer Service Improvement

- For FY 23, ORM handled 5,135 customer service calls. ORM also scored nearly a perfect score in assisting all of those calls in three rings or less; scoring a 99 out of 100. The agency received 37 customer service surveys in FY 23 and earned a score of excellent or good on 30 of the 37. Moreover, ORM received 1,658 inquiries through the ‘Ask the Director’ portal on the ORM website and all messages/service inquiries have been resolved to date with an average of 1 day turnaround.

Supporting District Injured Workers

- Completed 10 agency trainings on workers’ compensation, so that they can better support their employees who get injured.
- Made changes to some PSWCP required forms to make them more user friendly and easier to understand.
- Added many new well respected orthopedic doctors to our panel who can provide excellent medical care for our injured workers.
- Conducted outreach calls to injured workers twice a year to check on them to ensure their needs are being met.
- Provide in-person and virtual information sessions for people with current open claims.

District Agency Subrogation Collection

- ORM collected a total of \$1,094,275.95 in FY 23. Recouping funds for the District remains a major focus.

### Claims Management Improvements

- Ensure that all Injured Workers have our customer service hotline, which is always answered during business hours. This is helpful to any Injured Worker who may have an urgent need. They don't have to worry about receiving a claim examiner's voicemail and waiting for a return call.
- Conducting internal medical roundtables when medical necessity is in question allows our nursing team to do a thorough review and determine the best treatment possibilities for the Injured Worker to consider for the best outcome.
- Sending quarterly lien notices to 3rd parties to aggressively pursue subrogation recovery when there is a responsible 3rd party.
- Authorizing diagnostic testing earlier in injury and scheduling promptly to ensure proper diagnosis and treatment plan are in place.
- Early vocational expert involvement to allow resume updates, potential job identification, application tips and more before a person begins the official vocational rehabilitation process that has a maximum time frame of 1 year. Working on some of these steps early allow for maximum benefit of the vocational efforts once they begin full time.

Proactively Inspecting of District Buildings: In FY 23, the Risk Prevention and Safety (RPS) team worked to improve our District government Building workplace safety and health inspection program:

- Partnered with Insurance team to verify and improve ERisk's District government Building data:
  - Helping to identify workplaces in need of inspection and removing locations where inspections are no longer needed
  - Confirming what type of operations occur at a facility
  - Updating which agencies are located at the facility
- 53% increase in number of proactive inspections conducted (in FY 22 there were 177; in FY 23 there were 271).
- Enhancing ERisk Inspections module to ensure efficient communication and tracking of open corrective actions needed to abate hazards identified during inspections.
- Partnering with DCPS to include schools to our inspection portfolio in FY 24.

23. Please provide a copy of the agency's FY 23 performance accountability report, if one was prepared. Please indicate which FY 23 performance objectives were met and unmet and provide an explanation for unmet objectives.

### Agency Response

For the FY 23 Performance Plan, the agency successfully completed all performance objectives, except for two. The two objectives were: (1) Percent of eligible facilities for which agencies have submitted an Emergency Response Plan (ERP) for approval by



ORM; and (2) Dollars recouped in Public Sector Workers' Compensation Subrogation Matters.

ORM and the partner agencies are making changes to address these objectives, so they will again be achieved going forward. In particular:

1. ERP collection fell short of the target. The RPS team collected 73% of all agency ERPs. Meetings with Agency Risk Management Representatives (ARMRs) and the Fire Marshal's Office continue to be scheduled so that those outstanding ERPs can be collected. The team will be focused on collecting them throughout the year. In Q1, 12% have already been collected.
2. PSWCP only collected \$56,028.40 in FY 23. This was not due to a lack of effort from PSWCP. The team issued 380 lien notices in FY 23; this was up from 263 in FY 22. The main issue was receiving funds from third parties. PSWCP expects this number to rise in FY 24, as the team will continue to focus on collection.

Please see Attachment 10 for the FY 23 Accountability Report.

24. Please provide a copy of your agency's FY 24 performance plan as submitted to the Office of the City Administrator, if one was prepared. Please indicate and provide an explanation for any performance objectives which are new or changed in FY 24.

**Agency Response**

Please see Attachment 11 for the FY 24 Performance Plan.

25. Please describe any new initiatives or programs that the agency implemented in FY 23 and FY 24, to date, to improve the operations of the agency. Please identify any funding utilized for these initiative or program and the results, or expected results, of each initiative.

**Agency Response**

ERisk Contingent Liability Module

- This module is intended to identify and categorize all litigation filed against the District by exposure type and magnitude. Once operational, the Module will highlight trends and create visibility into operations that create risk exposure. Once fully functional, the Module will be a critical tool in identifying and assessing risk and developing appropriate mitigation strategies in continuing operations. This project is funded through ORM's operating budget and available capital budget associated with ERisk.

26. Please list all reporting requirements in the District of Columbia Code or Municipal Regulations that the agency was required to complete in FY 23 and FY 24, to date. For each requirement, please list the date the report was required and the date it was produced. If the agency did not produce the report on the mandated timeline, please explain why.

### Agency Response

A. Section 111 of the Medicare, Medicaid, and SHIP Extension Act of 2007 (MMSEA), 42 U.S.C. 1395y(b)(8), imposes mandatory reporting requirements with respect to Medicare beneficiaries who receive settlements, judgments, awards, or other payment from liability insurers, no-fault insurers, and workers' compensation insurers. Under this provision, the District's Public Sector Workers' Compensation Program is required to report accepted International Classification of Diseases (ICD) diagnosis codes, dates of responsibility for medical treatment under those ICD codes, and any Total Payment Obligation to Claimant (TPOC), which includes settlements, judgements, or other awards.

ORM accomplishes this reporting by electronic filing through the ERisk claim management system. As requested by the Centers for Medicare and Medicaid Services (CMS), ORM sends quarterly open and closed claim data via its filing agent. CMS runs that data through its database and transmits back to ORM any claims ORM has that match CMS' beneficiaries. ORM then reports back the required information on those individuals identified by CMS.

Reports are required to be made quarterly and the Public Sector Workers' Compensation Program (PSWCP) automatically generates and sends reports through ERisk at three-month intervals, beginning each year on January 15.

B. D.C. Official Code § 2-431(b) requires the Executive to provide by February 1 each year a Cost of Risk report to the Council delineating the savings realized by the District of Columbia by implementing risk management plans and strategies.

ORM is the agency currently responsible for producing this Cost of Risk report. Prior to the implementation of a District-wide enterprise risk management system (ERisk), it was impossible to produce a meaningful cost of risk report. Because ERisk has yet to be fully implemented, even now producing such a report is extremely difficult. Utilizing the data available at this time, ORM anticipates producing a limited report this year, encompassing cost of risk *expenditures*, based on losses incurred during FY 23 and certain classes of expenses to mitigate or finance losses. This report will help to establish benchmarks going forward; and as ORM's datasets improve, so, too, will the report each year, ultimately documenting savings and losses relative to risk mitigation expenditures across all District agencies.

27. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency that were completed during FY 22 and FY 23, to date.

### Agency Response

The agency nor any of its employees have been involved in any ongoing investigations, audits, or reports in FY 22 or FY 23, to date.

28. Please list and describe any regulations promulgated by the agency in FY 22 or FY 23, to date, and the status of each.

**Agency Response**

The agency did not promulgate any regulations in FY 22 or FY 23, to date.

29. Please explain any significant impacts on your agency, if any, of any legislation passed at the federal or local level during FY 22 and FY 23, to date.

**Agency Response**

During FY 22, FY 23 and FY 24 to date, there was no known legislation passed or regulation adopted at the federal or local level that significantly impacted agency operations.

30. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY 22 and FY 23, to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).

**Agency Response**

There were no settlements involving claims arising from the actions or alleged actions of the agency during the period specified. This response does not encompass the adjudication of workers' compensation claims, a core function of the agency.

31. Please list the administrative complaints or grievances that the agency received in FY 22 and FY 23, to date, broken down by source. Please describe any changes to agency policies or procedures that have resulted from complaints or grievances that were resolved in FY 22 and FY 23, to date.

**Agency Response**

The agency received two grievances in FY 22-23. The grievances did not result in any revisions to ORMs policies or procedures.

32. Please provide the number of FOIA requests for FY 22, and FY 23, to date, that were submitted to your agency. Include the number granted, partially granted, denied and pending. In addition, please provide the average response time, the estimate number of FTEs required to process requests, the estimated number of hours spend responding to these requests, and the cost of compliance.

**Agency Response**

A. Total number of FOIA requests received:

a. FY 23: 17

b. FY 24: 16

B. Number of requests granted, partially granted, denied, or pending:

a. FY 23: 2 (granted whole), 5 (partially granted), 0 (denied), 3 (pending)

- b. FY 24: 3 (granted whole), 2 (partially granted), 0 (denied), 12 (pending)
    - C. Average response time:
      - a. FY 23: 9 days
      - b. FY 24: 8 days
    - D. Estimated number of FTEs (part-time) required to process requests, the estimated number of hours spent responding to these requests, and the estimated cost of compliance:
      - a. FY 23: 3 (part-time FTEs), 286.25 (hours), \$15,194.57 (estimated cost)
      - b. FY 24: 3 (part-time FTEs), 86.05 (hours), \$5,650.64 (estimated cost)
33. Please identify all electronic databases maintained by your agency, including the following:
- a. A detailed description of the information tracked within each system;
  - b. The age of the system and any substantial upgrades that were made in FY 22 and FY 23, to date, or that are planned for the system;
  - c. Whether the public is currently granted access to all or part of each system; and
  - d. Whether the public could be granted access to all or part of each system.

**Agency Response**

- A. ERisk is the District’s Enterprise Risk Management system created by ORM in 2018. It handles data to manage the following business functions:
- Workers Compensation – ORM’s Public Sector Workers’ Compensation Program (PSWCP) manages Workers’ Compensation claims for the District’s injured workers. ERisk has all data to manage the claim, indemnity payments to the injured worker, payments to providers, as well as data to manage Nurse Case Management and Return to Work programs. Automated module to store data related to the PrePay process for indemnity payments.
  - Nurse Case Management module to update, track, and manage cases relating to Field Case Management, Pharmacy Oversight, Surgical Case Management, Task Management, Telephonic Case Management, and Utilization Review.
  - Return to Work module to update, track, and manage return to work cases relating to Labor Market Survey, Return to Work status, and Vocational Rehabilitation.
  - Therapeutic Services Module to track authorizations for Physical Therapy and the other services such as Occupational Therapy, Speech Therapy, Work Hardening, Work Conditioning, and Mental Health which could include psychotherapy.
  - Provider Survey module to increase the quality of the care received by injured workers, strengthen protections against healthcare fraud, and help the agency distinguish between gold star providers versus suppliers who may need additional supervision or monitoring.
  - Tort and Subrogation Claims – Data to manage Tort and Subrogation claims relating to all claims against the District submitted pursuant to D.C. Code §

12-309, and all claims made against tortfeasors who damage District property or injured police or firefighters.

- District-wide Incident Reporting – Data to track and manage Incidents related to the following:
    - i. DC government employee injury/illness (potential Workers Compensation claims)
    - ii. DC government motor vehicle
    - iii. DC government property loss/damage
    - iv. When related to DC government services/employees/property, loss or damages to a private citizen (including Contractors):
      1. Private citizen injury/illness
      2. Private motor vehicles
      3. Private property damage
    - v. Safety and Health Concerns (can be reported anonymously). This includes reports of unsafe or unhealthy working conditions or near-miss incidents
  - Insurance – Data to manage District’s insurance policies, including Real Property, Fine Arts, Cyber and Builder’s Risk. Data for contract reviews to evaluate insurance requirements in procurements and other contracts. Self-insurance requests for the District.
  - Driver Authorization – Data to track yearly requests for driver authorization for all District drivers.
  - Inspections – Data to track inspections for District buildings (except schools). This includes all findings and Inspection reports.
  - Emergency Response Plans (ERP) – Track updates to ERPs that are submitted yearly from each agency.
  - Office of Labor and Collective Bargaining (OLRCB) - Case management module for OLRCB to capture data relating to Negotiations and Litigations.
  - Single Audits - Module to capture all Single Audit related data for the District.
  - Incident reporting for MPD and FEMS Police and Fire (PFC) clinic to track injuries to uniformed officers
  - Legal Matters module for agencies. Customizations done for DLCP.
- B. ERisk has been in operation since August 2018. Additional capabilities and functions are added continuously.

### **FY 22 Upgrades**

- Created a custom Incident Reporting module for Department of Behavioral Health (DBH). Exporting data from ERisk to DBH on a daily basis to be used for DBH business analytics. Used for capturing incidents at Saint Elizabeth’s Hospital.
  - Exporting ERisk data to Tableau to create performance monitoring reports and dashboards.

- Integration with PeopleSoft to receive information about employees completing the Drive to Zero training. This information is used for the Driver Authorization process.
- Integration with District Integrated Financial System (DIFS) – replacing the legacy integration of ERisk with SOAR. This is to make payments to providers who support the Workers Compensation program. Also, will be used to make payments to WC injured workers for travel reimbursements.

**FY 23 Upgrades**

- Litigation and Legal Matters module to allow agency General Counsels to track their legal work.
- Incident Reporting module for Department of Behavioral Health for providers and all other DBH divisions.
- Enhance integration with DIFS to resolve issues related to making payments to providers. Bi-directional data exchange for all issues and errors during payment process.
- Enhance capability to manage all property insurance information in ERisk.
- Secure incident reporting module for unformed officers of MPD and FEMS as part of the Police and Fire (PFC) clinic.

- C. The public is granted access to report Incidents and file online Tort Claims D.C. Code § 12-309.
- D. Due to the private and sensitive data housed in ERisk, the system requires authorized user accounts for log-in access to data within ERisk; Public cannot be granted access to the system.

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

**Agency Response**

Below is a table listing current task forces, committees, advisory boards, or membership organizations in which the agency participates (or its employees participate on an official capacity):

Name of Organization	Memberships, Task Force, Committees
Mayor’s Special Events Task Group (MSETG)	The MSETG, which is composed of membership from the District of Columbia government agencies, federal government agencies, and private sector emergency service organizations, is responsible for providing interagency reviews and assessments of the operational, public safety, and logistical components of proposals for special events.

HSEMA Emergency Operations Center	The Risk Prevention and Safety (RPS) team acts as the District's Safety Officer during activation of the HSEMA Emergency Operations Center.
Emergency Preparedness Council (EPC)	ORM is a member of the EPC, which serves as the primary governance body for the development and implementation of the District's Homeland Security and Emergency Management Strategy and provides strategic guidance and oversight to the DC Emergency Response System Committee (ERS).
Advisory Committee to the Office of Administrative Hearings	The Chief Risk Officer is a member of the Advisory Committee (DC Code § 2-1831.17), which: (1) Advises the Chief Administrative Law Judge in carrying out his or her duties; (2) Identifies issues of importance to Administrative Law Judges and agencies that should be addressed by OAH; (3) Reviews issues and problems relating to administrative adjudication; (4) Reviews and comments on the policies and regulations proposed by the Chief Administrative Law Judge; and (5) Makes recommendations for statutory and regulatory changes that are consistent with advancing the purposes of OAH.
Insurance Risk Management Institute (IRMI)	Membership - International Risk Management Institute, Inc., now known as IRMI, was founded in 1978 primarily to educate risk managers, insurance agents/brokers, underwriters, and other insurance professionals by conducting seminars. IRMI has a practical and detailed reference library covering all facets of property and casualty insurance and risk management.
Public Risk Management Association (PRIMA)	Membership - PRIMA is a resource for education and training, risk resources to advance the knowledge and practice of public risk management for public sector risk managers.
Risk and Insurance Management Society (RIMS)	Membership - RIMS is a not-for-profit organization representing more than 3,500 corporate, industrial, service, nonprofit, charitable and government entities throughout the world. Its mission is to educate, engage and advocate for the global risk community.
State Risk and Insurance Management Association (STRIMA)	Membership - STRIMA, established in 1974, brings together risk and insurance managers of state governments into an organization to promote the advancement of risk management principles and practices in the public sector. The state membership exchanges information, facilitates training opportunities, and promotes the highest level of professional and ethical standards.

Flood Task Force	The Flood Task Force was established by the City Administrator on September 23, 2021 (ending February 2023), with ORM designated a voting member. Although various agencies have analyzed flood risk and identified a range of potential actions the District might take to mitigate it, there is not yet a District-wide comprehensive plan for prioritizing, funding, and implementing such actions, identifying which agency or party is responsible for implementing them. Creating such a plan requires the coordination of many different executive and independent agencies, as well as outside stakeholder groups. A Flood Task Force is needed to ensure that this coordination takes place, to develop a comprehensive, equitable action plan to address flood risk, and to educate and engage communities on issues of flood risk.
Unmanned Aircraft System Working Group (UASWG)	The purpose of the UASWG is to research, evaluate, and develop recommendations on the operation, use, and regulation of unmanned aircraft systems within the District of Columbia. The UASWG shall consider commercial and private uses of unmanned aircraft systems, landowner and privacy rights, as well as general rules and regulations for safe operation of unmanned aircraft systems, and prepare comprehensive recommendations for the safe and lawful operation of unmanned aircraft systems in the District.

35. Please provide the District government prioritization risk map for FY 23 and FY 24, to date.

**Agency Response**

Please see Attachment 12 for Risk Map for FY 23 and FY 24, to date, detailing the locations for all tort and workers’ compensation claims.

**RISK MANAGEMENT**

36. Please provide a list of all on-site risk management assessments of District government facilities and operations that the Office conducted or oversaw in FY 23 and FY 24, to date.

**Agency Response**

Please see Attachment 13 for a list of all site inspections conducted by ORM’s Risk Prevention and Safety division in FY 23 and FY 24, to date.

37. How many risk management trainings for District employees and agency risk management representatives did the Office provide in FY 23 and FY 24, to date? How many of those trainings were provided virtually? How many employees attended each training?



**Agency Response**

Across all programs and divisions, ORM conducted 58 trainings (45 virtual) in FY 23 and 8 trainings (7 virtual) in FY 24, to date. Please see the Attachment 14 for the total of participants for each training.

38. How many reports of unsafe or unhealthy conditions at District government workplaces were reported to the Office for investigative action in FY 23 and FY 24, to date?

**Agency Response**

In FY 23, Risk Prevention and Safety division (RPS) responded to 79 reports of unsafe or unhealthy conditions at government worksites. In FY 24, to date, there has been 29 reports of unsafe or unhealthy conditions.

39. Please describe an update on the status of the ERisk system, including any additional enhancements completed in FY 23 and FY 4, to date. Please include any updates to the ERisk system to allow ORM to track worksite hazard response time.

**Agency Response**

ORM has successfully implemented the District's Enterprise Risk Management System (ERisk). The following modules are now actively being used:

- Workers Compensation Claim Management
  - Indemnity payments to injured workers;
  - Management of medical care for injured workers;
  - WC PrePay module and compliance tracking to better manage who receives paid indemnity payments on a bi-weekly basis and to ensure compliance;
  - Return to Work module to manage Labor Market Survey, Return To Work status, and Vocational Rehabilitation for WC claimants;
  - Nurse Case Management module to better manage cases for Field Case Management, Pharmacy Oversight, Surgical Case Management, Task Management, Telephonic Case Management, and Utilization Review;
  - Provider Surveys to better manage the WC Provider network, improve performance and identify risks/trends; and
  - Therapeutic Services module to authorize and track Physical Therapy and the other services such as Occupational Therapy, Speech Therapy, etc.
- Risk Prevention and Safety:
  - Processing driver authorizations for individuals needing to drive to perform their District job duties. Each driver is required to request authorization each year;
  - Inspections of District buildings;
  - Tracking Emergency Response Plans (ERP);
  - Tracking and assisting with closure of DMV tickets; and
  - Tracking How Am I Driving (HAID) complaints and compliments.
- Tort and Subrogation Claim Management
  - Managing tort liability and subrogation claims; and

- Capability for online filing (e-filing) of tort claims.
- District-Wide Incident Reporting: Managing incidents for the following incident types:
  - DC government employee injury/illness (potential workers compensation claims);
  - DC government motor vehicle;
  - DC government property loss/damage;
  - When related to DC government services/employees/property, loss or damages to a private citizen (including contractors):
    - Private citizen injury/illness;
    - Private motor vehicles;
    - Private property damage;
  - Safety and health concerns.
- Insurance
  - Managing insurance policies for Property, Builders Risk, Cyber and Fine Arts;
  - Managing Contract Reviews for Insurance requirements;
  - Providing Self-Insurance letters; and
  - Tracking Athletic Participation incidents.
- Case management system for Office of Labor Relations and Collective Bargaining (OLRCB) to track their litigations and negotiations.
- District-wide Audit Tracking and Management; Single Audit customization.

**Enhancements completed in FY 23 and FY 24 to date**

- Incident reporting for MPD and Fire and EMS as part of the Police and Fire (PFC) clinic. Realtime dashboards provide the ability to track metrics associated with injuries to MPD and Fire and EMS uniformed officers. Due to the sensitive nature of data for uniformed officers, the MPD and Fire and EMS PFC data is maintained separately so no other agency has any access to the information.
- Custom module for tracking DBH Incident Reporting.
- Litigation – Tracking Litigation and Legal Matters managed by ORM legal team.
- Integration with DIFS – replacing the legacy integration with SOAR – for making payments to providers supporting the EC program.
- Legal Matters module for DLCP, DOC and other agencies.
- Managing insurance policies for Property Policy including the specific Buildings associated with the Active and In Quote policies. Ability to track changes in Building data since the last time data was provided to the broker/carries.
- Tracking claims related to Cyber Liability and Property policies.

These additions have significantly improved the reach of the system and increased the amount of valuable data collected from across the District for performing data analytics and trend analysis.

40. What percentage of District agencies with eight or more employees have a compliant Emergency Response Plan as of January 1, 2024? How does this compare to the same count on January 1, 2023?

**Agency Response**

Currently, 50% of agencies with eight or more employees have Emergency Response Plans (ERPs), compared to 55% at the same time last fiscal year. ERPs are forwarded electronically to the Office of the Fire Marshal, via ERisk. Plans are maintained by the submitting agency; however, both the Office of the Fire Marshal and the Office of Risk Management have access to the ERP.

41. Please list all members of the Risk Management Council. For each member, please include their title and whether they are considered an agency risk management representative and/or a professional leader from the Office.

**Agency Response**

Please see Attachment 15 for a current listing of the members of the Risk Management Council. The Council is comprised of Agency Risk Management Representatives (ARMRs).

42. For every meeting of the Risk Management Council in FY 23 and FY 24, to date, please provide the agenda, the minutes, and a list of all members in attendance.

**Agency Response**

See Attachment 16 for the agendas and a list of the attendees at the Risk Council Meetings in FY 23 and FY 24, to date.

43. How many tort liability claims were filed in FY 23 and FY 24, to date? How many of these claims were associated with D.C. Department of Corrections residents or employees? How many claims were filed through ORM's e-filing portal?

**Agency Response**

FY 23: 1,705 (39 DOC) (1,146 electronic submissions)

FY 24 (as of 12/20/23): 471 (23 DOC) (321 electronic submissions)

44. How many tort liability claims were resolved in FY 23 and FY 24, to date?

**Agency Response**

The following claims were settled during the requested period:

FY 23: 391

FY 24 (as of 12/20/23): 49

45. How much was expended by the District to resolve tort liability claims in total in FY 23 and FY 24, to date?

**Agency Response**

ORM expended the following to settle pre-litigation tort claims:

FY 23: \$1,977,431.31  
 FY 24: \$217,994.01

46. Has ORM begun to analyze the tort claim data collected to find areas of improvement among District-wide agency operations and implement necessary reforms to create a more efficient and cost-effective system? If so what areas of improvement has ORM identified?

**Agency Response**

The Tort Division routinely and diligently assesses newly received liability claims and those already logged in to our enterprise risk management system, ERisk, aiming to minimize the severity and frequency of district exposures. The division maintains daily communications with agency risk managers (ARMR) and general counsels, addressing exposures that directly impact their operations. If, for instance, the division identifies a District driver consistently involved in vehicle collisions, or a pattern of driving behavior that damages private property, notifications are promptly sent to the agency ARMR and general counsel to address. Additionally, the division frequently sends after action requests to track these behaviors.

The Tort Division proactively engages agency general counsels to report high-exposure issues. To streamline this process, the Tort Division has implemented a liability and subrogation reporting system that automatically generates tailored reports from ERisk to the appropriate agency representative. These reports are customized to meet the specific needs of each agency, capturing details such as the location of infrastructure damage caused by negligent third parties.

In FY 23, the Tort Division implemented a new process to monitor Police and Fire Clinic (PFC) related work injuries related to negligent actions of third parties. This new process provides real time data related to injuries and vehicle damages.

47. What recent trends have been identified in tort liability claims against the District?

**Agency Response**

The following are the tort liability trends by claim type for FY 22, FY 23, and FY 24 to date (top 7 categories):

FY 22		FY 23		FY 24	
Claim Type (most common)	No. of Claims	Claim Type (most common)	No. of Claims	Claim Type (most common)	No. of Claims
Pothole	516	Pothole	147	Pothole	<u>27</u>
General Property Damage	62	General Property Damage	109	General Property Damage	35
Slip, Trip & Falls	59	Slip, Trip & Falls	46	Slip, Trip & Falls	<u>15</u>

Auto Bodily Injury	99	Auto Bodily Injury	185	Auto Bodily Injury	34
Collision w/Non-moving Object	119	Collision w/Non-moving Object	87	Collision w/Non-moving Object	<u>26</u>
Side Swipe and/or Lane Change	39	Side Swipe and/or Lane Change	35	Side Swipe and/or Lane Change	<u>8</u>
Auto Property Damage	300	Auto Property Damage	355	Auto Property Damage	41
<b>Total of All Claims</b>	<b>1,604</b>	<b>Total of All Claims</b>	<b>1,705</b>	<b>Total of All Claims (as of 12/20/23)</b>	<b>383</b>

Over the last three fiscal years, the District has experienced a significant decrease in pothole claims, attributed primarily to improved weather conditions. Notably, the average January temperature rose from 35 degrees the previous fiscal year to 45 degrees in 2023, while January 2022 experienced 3.68 inches of precipitation compared to 1.65 inches in 2023. These weather improvements contributed to safer road conditions with less stress on the District's infrastructure.

As the secondary effects of the pandemic diminished and road activity increased, auto claims rose by 50%. However, the type of vehicle claim did not change dramatically, only the number of actual claims. Specific vehicle claims like collision with a non-moving object in FY 22 were 119 compared to eighty-seven in FY 23. Side wipe and/or lane changes were almost identical with thirty-nine in FY 22 and thirty-five in FY 23. Slip, trip, and falls remained steady as well over the past two fiscal years with an average of thirty-seven. FY 24 numbers are not ripe for a comprehensive trend analysis.

48. How much was collected by the Subrogation Fund in FY 23 and FY 24, to date?

**Agency Response**

FY 23: \$1,045,724.85

FY 24 (as of 12/20/23): \$1,207,769.87

49. How many District government employees and contractors were authorized to operate a motor vehicle to conduct District government business in FY 23 and FY 24, to date?

a. How many Driver Authorization Requests were rejected by the Office in FY 23 and FY 24, to date?

b. How many complaints about government vehicles were received by the Office as a result of the "How Am I Driving?" Program in FY 23 and FY 24, to date?

**Agency Response**

A total of 2,107 District government employees and contractors were authorized by ORM to operate a motor vehicle to conduct District business in FY 23. To date in FY 24, there are 1,201 authorizations.

- 219 District government employees/contactors had their authorization requests denied in FY 23. There have been 33 denials so far in FY 24, to date.
- ORM has received 575 complaints about government vehicles through the “How Am I Driving” program in FY 23. There have been 92 complaints in FY 24, to date.

50. How many claims were paid out by the Captive Insurance Agency in FY 23 and FY 24, to date?

**Agency Response**

In FY 23 and FY 24, to date, no claims were paid out by the Captive Insurance Agency’s (Captive) medical malpractice policy.

**Public Sector Workers’ Compensation Program**

51. How many Public Sector Workers’ Compensation Program (PSWCP) claims were filed in FY 23 and FY 24, to date?

**Agency Response**

FY 23: 701

FY 24, to date: 219

52. How many PSWCP claims were resolved in FY 23 and FY 24, to date?

**Agency Response**

FY 23: 863

FY 24, to date: 231

53. What is the average time (in days) from the filing of a PSWCP claim to its resolution? Has this average time increased or decreased over the past five years?

**Agency Response**

<b>Fiscal Year</b>	<b>Average of Days to Close</b>
FY 2020	865
FY 2021	841
FY 2022	1038
FY 2023	744
FY 2024	441
<b>Grand Total</b>	<b>786</b>

The PSWCP workers compensation claims were historically managed by a third-party administrator (TPA). Many performance deficiencies were identified, which led to ORM bringing in all aspects of workers compensation claim handling under the PSWCP. That change happened on August 1, 2018. One of the major deficiencies of the TPA was its inability to move claims toward timely closure. There was a large number of claims that were open long past when they should have been closed. The TPA were not closing the

claims that had been neglected and left open. The number has continued to rise since the transition to the PSWCP control because many of the claims inherited from the TPA were long overdue to be addressed for closure.

54. How many current or former District employees received payments from the Public Sector Workers' Compensation Program in FY 23 and FY 24, to date?

**Agency Response**

655 workers compensation recipients received payments for wage loss benefits.

55. Please describe efforts made to improve workers' compensation claimant satisfaction.

**Agency Response**

In the last year the PSWCP has implemented several things to improve claimant satisfaction.

1. Previously claimants received documentation with their claim examiner contact information. We recognized that if the person couldn't reach their claim examiner or if they disagreed with the action of the claim examiner, they may not know who they could contact. We began sending a letter on every new claim that provides a customer service phone number, name and phone number for the claim examiners direct supervisor, and the name and phone number for the Deputy Program Administrator. This provides each claimant with multiple layers of contacts who can address their needs.
  2. We are conducting outgoing customer service calls twice a year. This involves a member of our staff calling every injured worker with an open claim to see if there is anything they need assistance with. This occurred in June 2023 and in January 2024. There were some claimants called who had questions about their benefits which we were able to answer for them.
  3. We held in-person claimant information sessions on December 8, 2023, and there is another session scheduled for January 22, 2024. All claimants with an open workers compensation claim were invited to attend one of the sessions (it was broken into two due to the large number). Claimants were provided a summary of the workers compensation process and their responsibilities. They were also provided the opportunity to submit and questions or concerns they had about their claim. Questions and concerns were investigated, and claimants received follow-up on the issues.
  4. Every time we issue a notice terminating benefits it is required to be mailed to the address of record. Before mailing the notice, we call the claimant to explain the notice we will be sending. We also send the notice to them via email for those who may not regularly check their mail. This allows the Program to explain what the notice means and what steps the claimant can take to appeal the decision if they disagree.
56. Please provide an update on efforts related to ensuring regulations related to workers' compensation align with the spirit of the Comprehensive Merit Personnel Act ("CMPA").

**Agency Response**

ORM continues to issue guidance, update, and complete its PSWC Guidance Manual, and consider revisions to existing regulations in light of D.C. Court of Appeals decisions and changes to existing law to ensure its implementation for the CMPA is consistent with the letter and the spirit of the law.

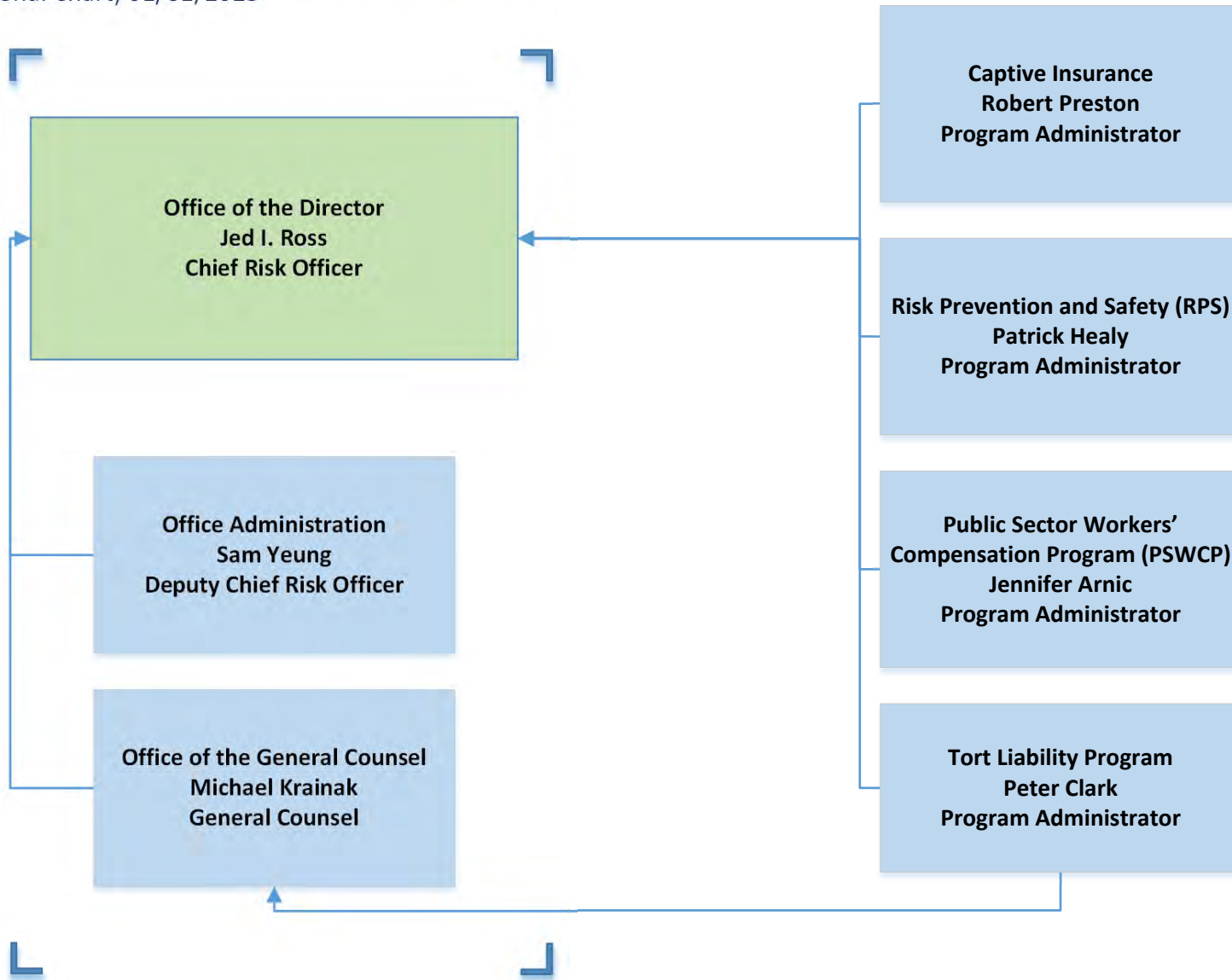


**ATTACHMENT 01**



# OFFICE OF RISK MANAGEMENT

(Organizational Chart) 01/01/2023



**ATTACHMENT 02**

**Office of Risk Management  
Schedule A (as of 12/31/2023)**

Position Number	Job Title	DC Govt Hire Date	ORM Hire Date	Vacant Status	Length of Time With Agency	Salary	Fringe Benefits	Funding Agency	Fund Code	Program	Cost Center	Full Time/ Part Time	Reg/Term/ Temp
00034875	Director	1/5/2015	6/10/2015	Filled	8years,6months	\$ 196,139.49	\$ 45,504.36	RKO	1010001	100154	50312	Full Time	Regular
00038229	PROGRAM ANALYST	4/11/1980	10/2/2005	Filled	18years,2months	\$ 93,735.00	\$ 21,746.52	RKO	1010001	500226	50315	Full Time	Regular
00038352	Attorney Advisor	6/23/2008	7/31/2015	Filled	8years,5months	\$ 158,849.00	\$ 36,852.97	RKO	1010001	100154	50312	Full Time	Regular
00038353	CLAIMS SPEC	10/31/2005	10/31/2005	Filled	18years,2months	\$ 115,104.00	\$ 26,704.13	RKO	1010001	500226	50315	Full Time	Regular
00039097	Program Administrator (Risk Pr	12/2/2013	1/22/2017	Filled	6years,11months	\$ 136,024.97	\$ 31,557.79	RKO	1010001	500225	50314	Full Time	Regular
00039581	CLAIMS SPEC	3/6/2006	3/6/2006	Filled	17years,9months	\$ 115,104.00	\$ 26,704.13	RKO	1010001	500226	50315	Full Time	Regular
00039604	Compliance Review Specialist	11/6/2023	11/6/2023	Filled	0years,1months	\$ 80,784.00	\$ 19,283.14	BGO	1010094	100151	50162	Full Time	Term
00039605	PGM ANALYST	3/1/1995	3/1/1995	Filled	28years,9months	\$ 115,104.00	\$ 26,704.13	RKO	1010001	100151	50313	Full Time	Regular
00042596	Workers' Comp Claims Examiner	12/5/2022	12/5/2022	Filled	1years,0months	\$ 61,110.00	\$ 14,586.96	BGO	1010094	100151	50162	Full Time	Term
00044012	Program Analyst	8/6/2018	8/6/2018	Filled	5years,4months	\$ 90,805.00	\$ 21,066.76	RKO	1010001	100151	50313	Full Time	Regular
00045420	Program Analyst	10/1/2007	10/1/2007	Filled	16years,2months	\$ 71,916.00	\$ 16,684.51	RKO	1010001	500226	50315	Full Time	Regular
00045695	Program Analyst	2/1/2021	2/1/2021	Filled	2years,10months	\$ 71,579.00	\$ 16,606.33	RKO	1010001	500224	50314	Full Time	Term
00046732	Safety and Occupational Health	11/20/2023	11/20/2023	Filled	0years,1months	\$ 89,958.00	\$ 20,870.26	RKO	1010001	500224	50314	Full Time	Term
00046733	Deputy Chief Risk Officer	9/2/2007	8/16/2015	Filled	8years,4months	\$ 178,577.54	\$ 41,429.99	RKO	1010001	100154	50312	Full Time	Regular
00047175	Administrative Officer	1/23/2005	1/23/2005	Filled	18years,11months	\$ 119,916.00	\$ 27,820.51	RKO	1010001	100058	50312	Full Time	Regular
00047241	Return to Work Specialist			Vacant		\$ 80,784.00	\$ 19,283.14	BGO	1010094	100151	50162	Full Time	
00048031	Safety & Occup. Health Spec.	1/3/2023	1/3/2023	Filled	0years,11months	\$ 82,055.00	\$ 19,036.76	RKO	1010001	500224	50314	Full Time	Term
00048201	Program Analyst	11/28/2016	11/28/2016	Filled	7years,1months	\$ 79,971.00	\$ 18,553.27	RKO	1010001	500226	50315	Full Time	Regular
00073406	General Counsel	8/31/2015	8/31/2015	Filled	8years,4months	\$ 187,102.72	\$ 43,407.83	RKO	1010001	100154	50312	Full Time	Regular
00075164	Program Analyst	10/28/2019	10/28/2019	Filled	4years,2months	\$ 77,873.00	\$ 18,066.54	RKO	1010001	100151	50313	Full Time	Regular
00075231	CLAIMS SPEC	11/24/2008	11/24/2008	Filled	15years,1months	\$ 115,104.00	\$ 26,704.13	RKO	1010001	500226	50315	Full Time	Regular
00075232	Program Manager	6/20/2023	6/20/2023	Filled	0years,6months	\$ 125,000.00	\$ 29,000.00	RKO	1010001	100058	50312	Full Time	Regular
00077374	CLAIMS SPEC	9/9/2013	9/9/2013	Filled	10years,3months	\$ 109,516.00	\$ 25,407.71	RKO	1010001	500226	50315	Full Time	Regular
00077545	Attorney Advisor	9/26/2011	12/3/2023	Filled	0years,0months	\$ 166,649.00	\$ 38,662.57	RKO	1010001	500223	50311	Full Time	Regular
00083103	Program Analyst	5/30/2017	5/30/2017	Filled	6years,7months	\$ 93,311.00	\$ 22,114.71	RJO	1060146	500222	50310	Full Time	Regular
00088676	Deputy General Counsel	11/23/1998	8/14/2022	Filled	1years,4months	\$ 183,859.38	\$ 43,887.23	BGO	1010094	100151	50162	Full Time	Regular
00088762	Supervisory Attorney Advisor	6/13/2016	6/13/2016	Filled	7years,6months	\$ 155,564.51	\$ 36,090.97	RKO	1010001	500226	50315	Full Time	Regular
00089026	Insurance Program Manager	8/8/2016	8/8/2016	Filled	7years,4months	\$ 154,614.69	\$ 36,643.68	RJO	1010001	500222	50310	Full Time	Regular
00090641	Attorney Advisor	1/22/2018	1/22/2018	Filled	5years,11months	\$ 130,784.00	\$ 30,341.89	RKO	1010001	100154	50312	Full Time	Regular
00090716	Management Analyst	10/16/2017	10/16/2017	Filled	6years,2months	\$ 110,967.00	\$ 25,744.34	RKO	1010001	100154	50312	Full Time	Regular
00090849	Program Manager	10/16/2017	10/16/2017	Filled	6years,2months	\$ 130,370.16	\$ 30,245.88	RKO	1010001	500225	50314	Full Time	Regular
00090853	Safety & Occup. Health Spec.	1/3/2023	1/3/2023	Filled	0years,11months	\$ 77,383.00	\$ 18,471.32	BGO	1010094	100151	50162	Full Time	Term
00091988	Program Specialist (Insurance)	4/24/2023	4/24/2023	Filled	0years,8months	\$ 103,333.00	\$ 23,973.26	RKO	1010001	100154	50312	Full Time	Term
00092165	Program Specialist (Insurance)			Vacant		\$ 80,784.00	\$ 19,145.81	RJO	1010001	500222	50310	Full Time	
00094178	Attorney Advisor	10/16/2017	10/16/2017	Filled	6years,2months	\$ 134,416.00	\$ 31,184.51	RKO	1010001	100154	50312	Full Time	Regular
00094179	Attorney Advisor	12/4/2023	12/4/2023	Filled	0years,0months	\$ 108,996.00	\$ 25,287.07	RKO	1010001	100154	50312	Full Time	Term
00094549	Program Analyst	6/24/2019	6/24/2019	Filled	4years,6months	\$ 103,333.00	\$ 24,489.92	RJO	1010001	500222	50310	Full Time	Regular
00094550	Program Specialist (Insurance)	2/28/2022	2/28/2022	Filled	1years,10months	\$ 95,816.00	\$ 22,708.39	RJO	1010001	500222	50310	Full Time	Term
00094822	IT Spec (Application Software)	4/12/2021	4/12/2021	Filled	2years,8months	\$ 102,018.00	\$ 23,668.18	RKO	1010001	100058	50312	Full Time	Term
00094823	Nurse	5/29/2018	5/29/2018	Filled	5years,7months	\$ 109,900.00	\$ 26,233.13	BGO	1010094	100151	50162	Full Time	Regular
00094824	Investigator	3/28/2022	3/28/2022	Filled	1years,9months	\$ 85,794.00	\$ 20,479.03	BGO	1010094	100151	50162	Full Time	Term
00094825	Supvy Wrkers Comp Claims Exam.	8/1/2018	8/1/2018	Filled	5years,4months	\$ 108,516.68	\$ 25,902.93	BGO	1010094	100151	50162	Full Time	Regular
00094826	Supvy Wrkers Comp Claims Exam.	8/1/2018	8/1/2018	Filled	5years,4months	\$ 102,498.85	\$ 24,466.48	BGO	1010094	100151	50162	Full Time	Regular
00094970	Compliance Specialist	11/16/2015	7/31/2022	Filled	1years,5months	\$ 73,677.00	\$ 17,586.70	BGO	1010094	100151	50162	Full Time	Term
00094989	Compliance Manager	3/26/2012	5/7/2012	Filled	11years,7months	\$ 123,175.20	\$ 29,401.92	BGO	1010094	100151	50162	Full Time	Regular
00094996	Return to Work Specialist	5/16/2018	5/16/2018	Filled	5years,7months	\$ 103,333.00	\$ 24,665.59	BGO	1010094	100151	50162	Full Time	Regular
00095026	Supervisory Nurse	11/2/2015	6/10/2018	Filled	5years,6months	\$ 121,109.23	\$ 28,908.77	BGO	1010094	100151	50162	Full Time	Regular

**Office of Risk Management  
Schedule A (as of 12/31/2023)**

Position Number	Job Title	DC Govt Hire Date	ORM Hire Date	Vacant Status	Length of Time With Agency	Salary	Fringe Benefits	Funding Agency	Fund Code	Program	Cost Center	Full Time/ Part Time	Reg/Term/ Temp
00095059	Program Analyst	4/17/2018	4/17/2018	Filled	5years,8months	\$ 73,677.00	\$ 17,586.70	BGO	1010094	100151	50162	Full Time	Regular
00095088	Program Manager	8/1/2018	8/1/2018	Filled	5years,4months	\$ 105,572.26	\$ 25,200.10	BGO	1010094	100151	50162	Full Time	Regular
00095091	Deputy Program Administrator	5/29/2018	5/29/2018	Filled	5years,7months	\$ 132,110.98	\$ 31,534.89	BGO	1010094	100151	50162	Full Time	Regular
00095092	Management Analyst			Vacant		\$ 93,069.00	\$ 21,592.01	RKO	1010001	100058	50312	Full Time	
00095153	Program Administrator	5/29/2018	5/29/2018	Filled	5years,7months	\$ 156,668.60	\$ 37,396.79	BGO	1010094	100151	50162	Full Time	Regular
00095161	Supvy Wrkers Comp Claims Exam.	6/21/2022	6/21/2022	Filled	1years,6months	\$ 99,513.00	\$ 23,753.75	BGO	1010094	100151	50162	Full Time	Regular
00095162	Supvy Wrkers Comp Claims Exam.	10/11/2011	10/11/2011	Filled	12years,2months	\$ 124,328.14	\$ 29,677.13	BGO	1010094	100151	50162	Full Time	Regular
00095228	Attorney Advisor	8/1/2018	8/1/2018	Filled	5years,4months	\$ 112,628.00	\$ 26,692.84	RJO	1060146	500222	50310	Full Time	Regular
00095229	Program Support Specialist	8/1/2018	8/1/2018	Filled	5years,4months	\$ 62,842.00	\$ 15,000.39	BGO	1010094	100151	50162	Full Time	Regular
00095230	IT Spec (Application Software)	8/14/2023	8/14/2023	Filled	0years,4months	\$ 96,052.00	\$ 22,927.61	BGO	1010094	100151	50162	Full Time	Term
00095231	Program Analyst	8/30/2021	8/30/2021	Filled	2years,4months	\$ 73,677.00	\$ 17,586.70	BGO	1010094	100151	50162	Full Time	Term
00095232	Attorney Advisor	11/20/2023	11/20/2023	Filled	0years,1months	\$ 91,650.00	\$ 21,876.86	BGO	1010094	100151	50162	Full Time	Term
00095233	Attorney Advisor	8/1/2018	8/1/2018	Filled	5years,4months	\$ 130,784.00	\$ 31,218.14	BGO	1010094	100151	50162	Full Time	Regular
00095234	Attorney Advisor	8/1/2018	8/1/2018	Filled	5years,4months	\$ 112,628.00	\$ 26,884.30	BGO	1010094	100151	50162	Full Time	Regular
00095236	Nurse	6/11/2018	6/11/2018	Filled	5years,6months	\$ 109,900.00	\$ 26,233.13	BGO	1010094	100151	50162	Full Time	Regular
00095237	Paralegal Specialist	7/3/2023	7/3/2023	Filled	0years,5months	\$ 83,289.00	\$ 19,881.08	BGO	1010094	100151	50162	Full Time	Term
00095238	Workers' Comp Claims Examiner	1/17/2023	1/17/2023	Filled	0years,11months	\$ 69,481.00	\$ 16,585.11	BGO	1010094	100151	50162	Full Time	Term
00095239	Workers' Comp Claims Examiner	4/10/2023	4/10/2023	Filled	0years,8months	\$ 59,378.00	\$ 14,173.53	BGO	1010094	100151	50162	Full Time	Term
00095240	Workers' Comp Claims Examiner	8/1/2018	8/1/2018	Filled	5years,4months	\$ 73,677.00	\$ 17,586.70	BGO	1010094	100151	50162	Full Time	Regular
00095241	Workers' Comp Claims Examiner	8/1/2018	8/1/2018	Filled	5years,4months	\$ 77,873.00	\$ 18,588.29	BGO	1010094	100151	50162	Full Time	Regular
00095242	Workers' Comp Claims Examiner	8/1/2018	8/1/2018	Filled	5years,4months	\$ 79,971.00	\$ 19,089.08	BGO	1010094	100151	50162	Full Time	Regular
00095243	Workers' Comp Claims Examiner			Vacant		\$ 65,285.00	\$ 15,583.53	BGO	1010094	100151	50162	Full Time	
00095244	Workers' Comp Claims Examiner	5/23/2022	5/23/2022	Filled	1years,7months	\$ 75,775.00	\$ 18,087.49	BGO	1010094	100151	50162	Full Time	Regular
00095245	Workers' Comp Claims Examiner	6/24/2019	6/24/2019	Filled	4years,6months	\$ 75,775.00	\$ 18,087.49	BGO	1010094	100151	50162	Full Time	Regular
00095246	Nurse			Vacant		\$ 92,239.00	\$ 22,017.45	BGO	1010094	100151	50162	Full Time	
00095247	Workers' Comp Claims Examiner			Vacant		\$ 80,784.00	\$ 19,283.14	BGO	1010094	100151	50162	Full Time	
00095248	Claims Assistant	3/4/2019	3/4/2019	Filled	4years,9months	\$ 54,206.00	\$ 12,938.97	BGO	1010094	100151	50162	Full Time	Regular
00095249	Workers' Comp Claims Examiner	8/1/2014	3/13/2022	Filled	1years,9months	\$ 64,574.00	\$ 15,413.81	BGO	1010094	100151	50162	Full Time	Term
00095250	Program Support Specialist			Vacant		\$ 54,183.00	\$ 12,933.48	BGO	1010094	100151	50162	Full Time	
00095251	Workers' Comp Claims Examiner	6/15/2020	6/18/2023	Filled	0years,6months	\$ 66,306.00	\$ 15,827.24	BGO	1010094	100151	50162	Full Time	Term
00095252	Program Support Specialist	9/25/2023	9/25/2023	Filled	0years,3months	\$ 54,183.00	\$ 12,933.48	BGO	1010094	100151	50162	Full Time	Term
00095253	Claims Assistant	4/17/2018	4/17/2018	Filled	5years,8months	\$ 55,764.00	\$ 13,310.87	BGO	1010094	100151	50162	Full Time	Regular
00095255	Program Analyst	3/4/2019	3/4/2019	Filled	4years,9months	\$ 65,285.00	\$ 15,583.53	BGO	1010094	100151	50162	Full Time	Term
00095256	Claims Assistant	7/17/2023	7/17/2023	Filled	0years,5months	\$ 46,417.00	\$ 10,768.74	RKO	1010001	100151	50313	Full Time	Term
00095262	Program Support Specialist	7/17/2023	7/17/2023	Filled	0years,5months	\$ 54,183.00	\$ 12,933.48	BGO	1010094	100151	50162	Full Time	Term
00095301	Program Support Specialist	1/19/2021	6/5/2022	Filled	1years,6months	\$ 59,378.00	\$ 14,173.53	BGO	1010094	100151	50162	Full Time	Term
00095785	INVESTIGATOR			Vacant		\$ 93,069.00	\$ 22,215.57	BGO	1010094	100151	50162	Full Time	
00097028	Workers' Comp Claims Examiner	1/3/2023	1/3/2023	Filled	0years,11months	\$ 54,183.00	\$ 12,933.48	BGO	1010094	100151	50162	Full Time	Term
00097400	Workers' Comp Claims Examiner	4/11/2022	4/11/2022	Filled	1years,8months	\$ 57,647.00	\$ 13,760.34	BGO	1010094	100151	50162	Full Time	Term
00111240	Program Support Specialist	9/25/2023	9/25/2023	Filled	0years,3months	\$ 54,183.00	\$ 12,933.48	BGO	1010094	100151	50162	Full Time	Temporary
00111241	Program Manager	11/6/2023	11/6/2023	Filled	0years,1months	\$ 102,000.00	\$ 24,347.40	BGO	1010094	100151	50162	Full Time	Regular

**ATTACHMENT 03**

**COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA GOVERNMENT**

**AND**

**COMPENSATION UNITS 1 AND 2**

**EFFECTIVE October 1, 2021, through  
September 30, 2025**

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## PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing units of employees comprising Compensation Units 1 and 2, as certified by the Public Employee Relations Board (PERB).

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as required by law.

## ARTICLE 1 WAGES

### **SECTION A: FISCAL YEAR 2022:**

In lieu of a wage-increase for FY 2022, employees will receive a three and one-half percent (3.5%) bonus payment. Bargaining unit employees actively on the payroll as of October 1, 2021, shall receive a one-time payment that is equivalent of 3.5% of an employee's annual base salary as of October 1, 2021.

The payment will be made no later than ninety (90) days after the Council's approval of this Agreement.

### **SECTION B: FISCAL YEAR 2023:**

Effective the first day of the first full pay period beginning on or after October 1, 2022, the FY 2023 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by two and a one-half percent (2.5%).

### **SECTION C: FISCAL YEAR 2024:**

Effective the first day of the first full pay period beginning on or after October 1, 2023, the FY 2024 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by three percent (3.0%).

### **SECTION D: FISCAL YEAR 2025:**

Effective the first day of the first full pay period beginning on or after October 1, 2024, the FY 2025 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by three percent (3.0%).

**SECTION E: WITHIN GRADE INCREASES**

All employees covered by this agreement shall progress through the salary scale and receive within grade step increases as described in Section 1127 of the District Personnel Manual. 6B DCMR §1127 (Transmittal No. 233, September 21, 2018).

**ARTICLE 2  
METRO PASS**

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifty (\$50.00) per month for employees who purchase and use such passes to commute to and from work. The metro transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia government.

**ARTICLE 3  
PRE-PAID LEGAL PLAN**

**SECTION A:**

The Employer shall make a monthly contribution of seventeen dollars and fifty cents (\$17.50) for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program.

**SECTION B:**

The plan shall be contracted for by the Union subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the Union upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

**SECTION C:**

The parties shall meet to develop procedures to implement the legal plan which shall be binding upon the benefit provider. The procedures shall include an enrollment process.

**SECTION D:**

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**SECTION E:**

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

**ARTICLE 4  
DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE  
ASSISTANCE HOME PURCHASE PROGRAM**

**SECTION A:**

The Parties shall continue the Joint Labor-Management Taskforce on Employee Housing.

**SECTION B:**

Pursuant to the DPM, Part 1, Chapter 3 §301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District of Columbia, a joint Labor-Management Task Force on Employee Housing was established during previous negotiations with Compensation Units 1 & 2. The Taskforce strives to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Taskforce collaborates with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for bargaining unit employees, who have been employed by the District Government for at least one year.

**SECTION C:**

The parties agree that \$650,000.00 will be set aside to be used toward Negotiated employee Assistance Home Purchase Program (NEAHP) for the duration of the Agreement. If at any time the funds set aside have been depleted, the Parties will promptly convene negotiations to provide additional funds for the program.

**SECTION D:**

Any funds set aside in Fiscal Years 2022, 2023, 2024 and 2025 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2022 – FY 2025.

**ARTICLE 5  
BENEFITS COMMITTEE**

**SECTION A:**

The parties agree to continue their participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2. The Benefits Committee shall meet quarterly, in January, April, July and October of each year.

**SECTION B: RESPONSIBILITIES:**

The Parties shall be authorized to consider all matters that concern the benefits of employees in Compensation Units 1 and 2 that are subject to mandatory bargaining between the parties. The Parties shall be empowered to address such matters only to the extent granted by the Unions in Compensation Units 1 and 2 and the District of Columbia Government. The parties agree to apply a system of expedited arbitration if necessary to resolve issues that are subject to mandatory bargaining. The Committee may, by consensus, discuss and consider other benefit issues that are not mandatory bargaining subjects.

**SECTION C:**

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).

4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.
5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).
6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units 1 and 2.

## **ARTICLE 6 BENEFITS**

### **SECTION A: LIFE INSURANCE:**

1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional \$2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set-forth in the schedule below:

Optional Plan	Additional Coverage	Premium Amount
Option A – Standard	Provides \$10,000 additional coverage	Cost determined by age
Option B – Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C – Family	Provides \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

Employees must contact their respective personnel offices to enroll or make changes in their life insurance coverage.

**SECTION B: HEALTH INSURANCE:**

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advance request.

**SECTION C: OPTICAL AND DENTAL:**

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

**SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM**

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short-Term Disability Insurance Program, which provides for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

**SECTION E: ANNUAL LEAVE:**

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

3. Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

**SECTION F: SICK LEAVE:**

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

**SECTION G: OTHER FORMS OF LEAVE:**

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code §1-612.03(l) (2001 Edition).

3. **Funeral Leave:**

a. An employee is entitled to three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.



**b.** For the purpose of this section "immediate relative" means the following relatives of the employee: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.

**c.** An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

#### **SECTION H: PRE-TAX BENEFITS:**

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

#### **SECTION I: RETIREMENT:**

**1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS):** As prescribed by 5 U.S.C. §8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

- (a) Age 55 and 30 years of service;
- (b) Age 60 and 20 years of service;
- (c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

- (a) Age 50 and 20 years of service;
- (b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

**2. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:**

Employees first hired by the District of Columbia Government before October 1, 1987, who are subject to the provisions of the CSRS and determined to be:

- (a) a “law enforcement officer” within the meaning of 5 U.S.C. §8331(20)(D);  
and
- (b) eligible for benefits under the special retirement provision for law enforcement officers;

shall continue to have their retirement benefits administered by the U. S. Office of Personnel Management in accordance with applicable law and regulation.

**3. DEFINED CONTRIBUTION PENSION PLAN:**

Section A:

The District of Columbia shall continue the Defined Contribution Pension Plan currently in effect which includes:

- (1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.
- (2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee’s Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.
- (3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer’s base salary to the same plan.
- (4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee
  - (a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)
    - (1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees

hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a deferred compensation component and a defined benefit component.

(2) Accordingly, the Parties agree that the JLMTAPRC is hereby established for the purpose of developing an enhanced retirement program for employees covered by the Compensation Units 1 and 2 Agreement.

(b) Composition of the JLMTAPRC

The Joint Labor-Management Technical Advisory Pension Reform Committee will be composed of six (6) members, three (3) appointed by labor and three (3) appointed by management, and the Chief Negotiators (or his/her designee) of Compensation Units 1 and 2. Appointed representatives must possess a pension plan background including but not limited to consulting, financial or actuarial services. In addition, an independent consulting firm with demonstrated experience in pension plans design and actuarial analysis will support the Committee.

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

- Plan and design an enhanced retirement program for employees hired on or after October 1, 1987 with equitable sharing of costs and risks between employee and employer;
- Establish a formula cap for employee and employer contributions;
- Establish the final compensation calculation using the highest three-year consecutive average employee wages;
- Include retirement provisions such as disability, survivor and death benefits, health and life insurance benefits;
- Design a plan sustainable within the allocated budget;
- Draft and support legislation to amend the D.C. Code in furtherance of the "Enhanced Retirement Program."

(d) Duration of the Committee

The Committee shall complete and submit a report with its recommendations to the City Administrator for the District of Columbia within one hundred and twenty (120) days after the effective date of the Compensation Units 1 and 2 Agreement.

#### **4. TIAA-CREF PLAN:**

For eligible education service employees at the University of the District of Columbia hired by the University or a predecessor institution, the University will contribute an amount not less than seven percent (7%) of their base salary to the Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF).

#### **SECTION J: HOLIDAYS:**

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) Emancipation Day, April 16<sup>th</sup>;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Juneteenth, June 19<sup>th</sup>
- (g) Independence Day, July 4<sup>th</sup> of each year;
- (h) Labor Day, the 1st Monday in September of each year;
- (i) Indigenous Peoples' Day, the 2nd Monday in October of each year;
- (j) Veterans Day, November 11<sup>th</sup> of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year; and
- (l) Christmas Day, December 25<sup>th</sup> of each year.
- (m) Inauguration Day, January 20<sup>th</sup> of each 4<sup>th</sup> year

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

## **ARTICLE 7 OVERTIME**

#### **SECTION A: Overtime Work:**

Hours of work authorized in excess of an employees assigned tour of duty in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked (back-to-back shifts) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has

no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

**SECTION B: Compressed, Alternate and Flexible Schedules:**

1. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

3. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

**SECTION C:**

Subject to the provisions of Section D of this Article, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2) for each hour of work for which overtime is payable.

**SECTION D:**

Bargaining Unit employees shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work. Such mutual agreement shall be made prior to the overtime work being performed.

**SECTION E:**

Paramedics and Emergency Medical Services Technicians employed by the Fire and Emergency Medical Services Department and represented by the American Federation of Government Employees, Local 3721 shall earn overtime after they have worked 40 hours in a week.

## **ARTICLE 8**

### **INCENTIVE PROGRAMS**

#### **PART I - SICK LEAVE INCENTIVE PROGRAM:**

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

#### **SECTION A:**

A full time employee who is in a pay status for the full calendar leave year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

#### **SECTION B:**

Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this Article. Sick leave usage for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for incentive leave under this Article.

#### **SECTION C:**

Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

#### **SECTION D:**

All incentive days must be used in full-day increments following the leave year in which they were earned. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. The incentive day(s) will also be credited to the employee's leave account no later than the end of April of each year. Incentive days may not

be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

**SECTION E:**

Part-time employees are not eligible for the sick leave incentive as provided in this Article.

**SECTION F:**

This program shall be in effect in Fiscal Years 2022, 2023, 2024 and 2025.

**PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:**

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award. The District of Columbia Government Office of Labor Management Partnerships and the District of Columbia Incentive Awards Committee may serve as resources at the request of the parties in the implementation of the pilot incentive programs within agencies.

**ARTICLE 9**

**CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY**

**SECTION A: CALL-BACK**

A minimum of four (4) hours of overtime, shall be credited to any employee who is called back to perform unscheduled overtime work on a regular workday after he/she completes the regular work schedule and has left his/her place of employment.

**SECTION B: CALL-IN**

1. When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of overtime shall be credited to the employee.

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

**SECTION C: ON-CALL**

1. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. An employee is on-call when a determination has been made that the work of that position requires the employee to remain accessible and available to the point where his or her time cannot be used effectively for the employee's own personal purposes.

3. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

**SECTION D: HOLIDAY PAY**

An employee who is required to work on a legal holiday falling within his or her regularly scheduled tour of duty, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

**SECTION E: NIGHT DIFFERENTIAL**

An employee shall receive night differential pay at a rate of ten percent (10%) in excess of their basic day rate of compensation when they perform night work on a regularly scheduled tour of duty falling between 6:00 p.m. and 6:00 a.m. Employees shall receive night differential in lieu of shift differential.

**SECTION F: PAY FOR SUNDAY WORK**

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work actually performed which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium pay is computed as an additional twenty-five percent (25%) of the employee's basic rate of compensation.

**SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES**

1. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001", Council Resolution 14-53 (March 23, 2001) and as contained in Chapter 11, Section 1154 of the District Personnel Manual,



“Recruitment and Retention Incentives – Child and Family Services Agency,” shall remain in full force and effect during the term of this Agreement.

2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.
3. **OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT RECRUITMENT AND RETENTION PROBLEMS**  
Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

## **ARTICLE 10 MILEAGE ALLOWANCE**

### **SECTION A:**

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for Compensation Units 1 and 2 employees, who are also authorized in advance, by Management to use their personal vehicles in the performance of their official duties.

### **SECTION B:**

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District Form to document mileage and request reimbursement of the allowance.

### **SECTION C:**

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2001 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available

may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

**SECTION D:**

No employee within Compensation 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

**SECTION E:**

Employees required as a condition of employment to use their personal vehicle in the performance of their official duties may be provided a parking space or shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties.

**ARTICLE 11**  
**ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT**

**SECTION A:**

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations for the District of Columbia Government shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

**SECTION B:**

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

**ARTICLE 12**  
**BACK PAY**

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets. The responsible Agency shall submit the SF-52 and all other required documentation to the Department of Human Resources within thirty (30) days upon receipt from the employee of relevant documentation.

**ARTICLE 13**  
**DUTY STATION COVERAGE**

The Fire and Emergency Medical Services employees and the correctional officers at the Department of Corrections and the Department of Youth Rehabilitative Services who are covered under Section 7(k) of the Fair Labor Standards Act shall be compensated a minimum of one hour pay if required to remain at his/her duty station beyond the normal tour of duty.

**ARTICLE 14**  
**GRIEVANCES**

**SECTION A:**

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

**SECTION B:**

Grievances concerning compensation shall be filed with the appropriate agency and the Office of Labor Relations and Collective Bargaining under the applicable working conditions agreement. In the event a grievance alleges a violation affecting all members of Compensation Units 1 and 2, it will be sufficient to file the grievance directly with the Office of Labor Relations and Collective Bargaining within thirty (30) calendar days of knowledge of the alleged violation. Other than this possible variance in the filing deadline and receiving office, the applicable negotiated grievance procedure will remain in full force and effect.

**ARTICLE 15**  
**LOCAL ENVIRONMENT PAY**

**SECTION A:**

Each department or agency shall eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the hazard, physical hardship, or unusual nature of the working condition, additional pay is warranted. Even though additional pay for exposure to a hazard, physical hardship, or unusual working condition is authorized, there is a responsibility on the part of a department or agency to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or unusual working condition. The existence of pay for exposure to hazardous working

conditions or hardships in a local environment is not intended to condone work practices that circumvent safety laws, rules and regulations.

**SECTION B:**

Local environment pay is paid for actual exposure to (1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity; (2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

Local environmental pay will only be paid to employees when the employee is in an active duty status. Local environmental pay will not be paid when an employee is on leave or teleworking.

**SECTION C:**

Employees as listed in Attachment 2, Approved Positions for Local Environmental Pay, of DCHR Instruction No. 11B-90, Premium Pay – Local and Environmental Pay, and any other employee including District Service (DS) employees as determined pursuant to Section D of this Article are eligible for environmental differentials.

**SECTION D:**

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of DCHR Instruction No. 11B-90, Premium Pay – Local and Environmental Pay. The determination shall be issued by DCHR within ninety (90) calendar days of the submission of the request.

**SECTION E:**

Employees eligible for local environment pay under the terms of this Agreement shall be compensated as follows:

1. **Severe Exposure.** Employees subject to “Severe” exposure shall receive local environment pay equal to twenty seven percent (27%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for “severe” exposure:

- High Work

2. **Moderate Exposure.** Employees subject to “Moderate” exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW 10, step 2 on*

*the Compensation Unit 2 pay schedule.* The following categories of work are currently paid the rate for “moderate” exposure:

- Explosives and Incendiary Materials – High Degree Hazard
- Poison (Toxic Chemicals) – High Degree Hazard
- Micro Organisms – High Degree Hazard

3. **Low Exposure.** Employees subject to “Low” exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule.* The following categories of work are currently paid the rate for “low” exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals
- Explosives and Incendiary Materials – Low Degree Hazard
- Poison (Toxic Chemicals) – Low Degree Hazard
- Micro Organisms – Low Degree Hazard

## **ARTICLE 16 NEWLY CERTIFIED BARGAINING UNITS**

For units placed into a new compensation unit, working conditions or non-compensatory matters shall be negotiated simultaneous with negotiations concerning compensation. Where the agreement is for a newly certified collective bargaining unit assigned to an existing compensation unit, the parties shall proceed promptly to negotiate simultaneously any working conditions, other non-compensatory matters, and coverage of the compensation agreement. There should not be read into the new language any intent that an existing compensation agreement shall become negotiable when there is a newly certified collective bargaining unit. Rather, the intent is to require prompt negotiations of non-compensatory matters as well as application of compensation (e.g., when pay scale shall apply to the newly certified unit).

## **ARTICLE 17**

### **TERM AND TEMPORARY EMPLOYEES**

The District of Columbia recognizes that many temporary and term employees have had their terms extended to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the District of Columbia and the Union representing the employees in Compensation Units 1 and 2 agree to the following:

#### **SECTION A:**

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement shall continue and will identify temporary and term employees whose current term and or temporary appointments extend through the term of this Agreement, and who perform permanent services in District agency programs.

#### **SECTION B:**

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable law. The Union shall identify individual appointments it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

#### **SECTION C:**

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status during the term of this Agreement, and are paid from appropriated funding to the career service..

#### **SECTION D:**

Prior to the end of the this Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent services, are in a pay status as of September 30, 2021, are full-time permanent positions, and are paid through intra-district funding or federal grant funding.

**SECTION E:**

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with the D.C. Official Code.

**SECTION F:**

District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

**SECTION G:**

A Joint-Labor Management Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. The District shall appoint an equal number of representatives. The Committee will facilitate the implementation of this Article should difficulties arise in the Joint-Labor Management Committees set forth in Section A.

**SECTION H:**

District agencies will first post vacant career service positions internal to the Agency for bargaining unit term and temporary employees to apply and compete before posting the positions externally. There shall be no direct appointments.

**ARTICLE 18  
ADMINISTRATIVE CLOSING**

**SECTION A:**

1. Employees designated as "Essential Employees" are those who work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. "Essential Employees" must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as "Essential" no further notice is required as long as the employee continues to occupy the position designated "Essential".
2. Employees designated "Emergency Employees" are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. "Emergency Employees" may be required to work when a situation or condition occurs and result in early dismissal for other employees, government closing or during other emergencies.

Once an employee has been notified by his/her employing agency that his/her position is designated as "Emergency", the designation will remain in effect until the designation is terminated in writing.

3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, *et seq.*
4. As applicable, employees required to work when all other District Government employee are released as a result of an administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

**SECTION B:**

The determination as to whether the employee receives overtime or compensatory time will be at the time employee's election which shall be made before the work is performed. When elected, employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

**ARTICLE 19  
SAVINGS CLAUSE**

**SECTION A:**

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

**SECTION B:**

The terms of this contract supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein.

**ARTICLE 20  
DURATION**

This Agreement shall remain in full force and effect through September 30, 2025. On this \_\_\_\_ day of \_\_\_\_\_ 2022, and as witness the parties hereto have set their signature.



# APPENDIX 1

Management's Proposal

7/26/10

## INSERT DATE

Firstname Lastname

Position/Title

Department/Division

## RE: On-Call Notification

Dear Mr./Ms. Lastname:

You are hereby notified that you shall be placed in an "on-call" status effective **On-Call Dates** between the hours of **Start AM/PM** and **End AM/PM**. During the aforementioned hours, you are required to be available to report for work within a **reasonable time (not to exceed two hours)**. You are expected to be available by phone for the duration of the "on-call" period. You are expected to answer when called or return a call from INSERT AGENCY management within a reasonable amount of time (not to exceed **30 minutes**).


Sincerely,

**SUPERVISOR/MANAGER NAME**

**SUPERVISOR POSITION/TITLE**

## APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated 05/14/2022, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 14 day of May , 2022.



Muriel Bowser  
Mayor

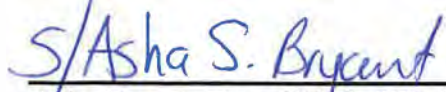
**Compensation Units One and Two Collective Bargaining Agreement**

**On this 14 day of May, 2022, as witnesses the parties hereto have set their signatures.**

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**



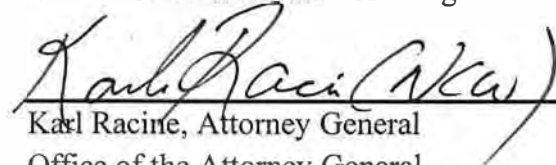
Lindsey Maxwell, Director  
Office of Labor Relations and Collective  
Bargaining



Asha Bryant, Esq., Chief of Staff  
Office of Labor Relations and Collective  
Bargaining



M. Colleen Currie, Chief Administrative Law  
Judge  
Office of Administrative Hearings



Karl Racine, Attorney General  
Office of the Attorney General



Barbara J. Bazron, Ph.D., Director  
Department of Behavioral Health

Brendolyn McCarty-Jones, Labor Liaison  
Department of Behavioral Health

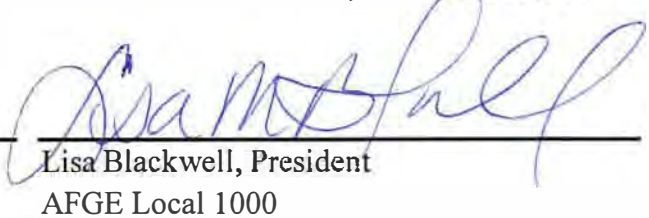
**FOR THE LABOR UNIONS**



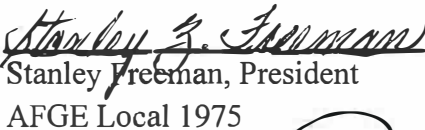
Lee Blackmon, NAGE Chief Negotiator  
Director, NAGE/SEIU, Federal Division

Robert Hollingsworth, AFSCME Chief  
Negotiator  
Executive Director, AFSCME Council 20

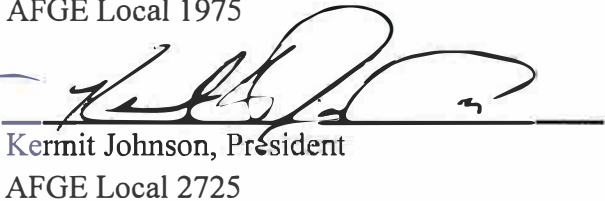
Ottis Johnson, AFGE Chief Negotiator  
National Vice President, AFGE District 14



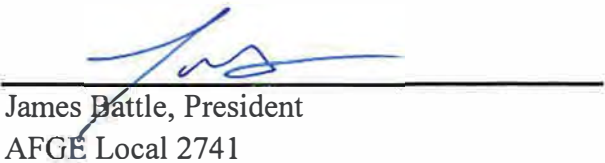
Lisa Blackwell, President  
AFGE Local 1000



Stanley Freeman, President  
AFGE Local 1975





Kermit Johnson, President  
AFGE Local 2725

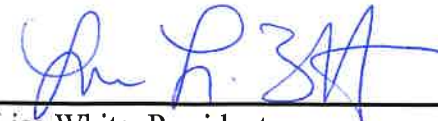



James Battle, President  
AFGE Local 2741

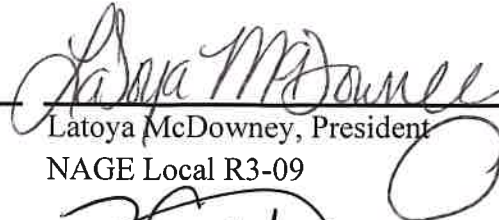
Dr. Robert Holman, Medical Director  
Fire and Emergency Medical Services  
Department

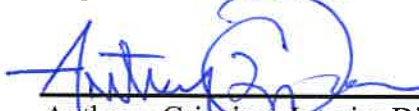
  
Debbie Knox, President  
NAGE Local R3-07


  
India Daniels, Labor Liaison  
Fire and Emergency Medical Services  
Department

  
Lisa White, President  
NAGE Local R3-08

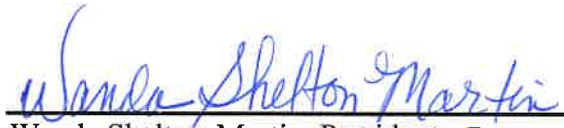
*Dory Peters*  
  
David Do, Director (Interim)  
Department of For-Hire Vehicles

  
Latoya McDowney, President  
NAGE Local R3-09

  
Anthony Crispino, Interim Director  
Department of Forensic Sciences

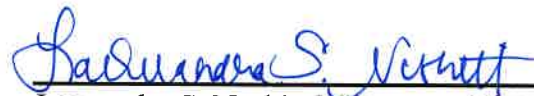
  
Perlieshia Gales, President  
NAGE Local R3-11


Keith A. Anderson, Director  
Department of General Services

  
Wanda Shelton-Martin, President *Executive Director*  
NUCHHCE 1199  
*NUHCE, 1199 DC, AFSCME*

Ronald Thaxton, Labor Liaison  
Department of General Services


Larry Doggette, President  
Public Service Employees Local 572


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

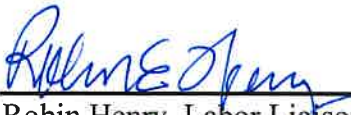
  
Lisa Wallace, Vice President (Acting)  
SEIU 1199

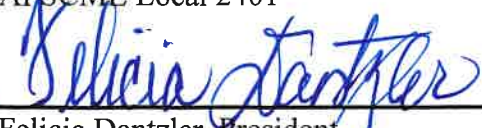
David Memnon, Labor Liaison  
Department of Health


John Gibson, President  
Teamsters Local 639

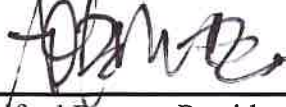
  
George Schutter, Chief Procurement Officer  
Office of Contracting and Procurement


  
Wayne Enoch, President  
AFSCME Local 2401

  
Robin Henry, Labor Liaison  
Office of Contracting and Procurement


  
Felicia Dantzer, President  
AFSCME Local 2743

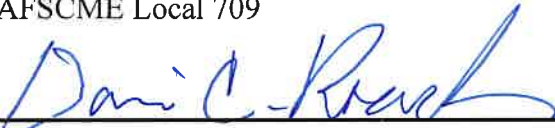
  
Thomas N. Faust, Director  
Department of Corrections

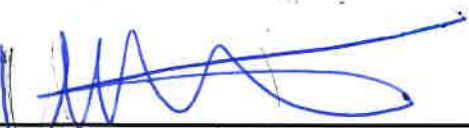
  
Alfred Barnes, President  
AFSCME Local 2776

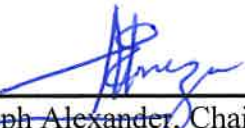
  
Paulette Johnson, Labor Liaison  
Department of Corrections

  
Debra Walker, President  
AFSCME Local 709

  
Andrew Reese, Director  
Department on Disability Services

  
Darrin Roach, President  
AFSCME Local 877

  
Unique N. Morris-Hughes, Director  
Department of Employment Services

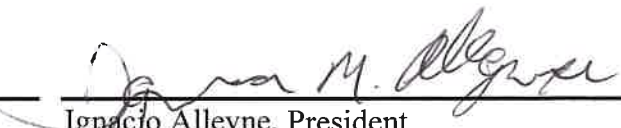
  
Joseph Alexander, Chairperson  
FOP-Corrections *NWAIZUGBO. LIVINUS*

  
Derrick Hunter, Chairperson  
FOP-DC Protective Services

Tracey Langley, Labor Liaison  
Department of Employment Services

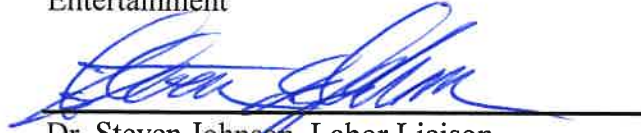
  
Regina Robinson, Chairperson  
FOP-DYRS

Tommy Wells, Director  
Department of Energy and Environment

  
Ignacio Alleyne, President  
NAGE Local R3-05

S / Angie M. Gates

Angie M. Gates, Director  
Office of Cable Television, Film, Music and  
Entertainment



Dr. Steven Johnson, Labor Liaison  
Office of Cable Television, Film, Music and  
Entertainment

Lindsey Parker, Director  
Office of the Chief Technology Officer

Pamela Brown, Esq., General Counsel  
Office of the Chief Technology Officer



Robert L. Matthews, Director  
Child and Family Services Agency



Allison Fax, Labor Liaison  
Child and Family Services Agency

Ernest Chrappah, Director  
Department of Consumer and Regulatory  
Affairs



Donald Tatum, Labor Liaison  
Department of Consumer and Regulatory  
Affairs

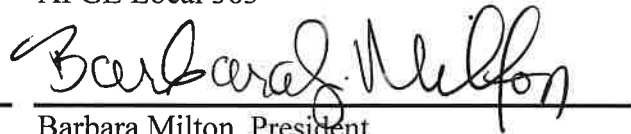
Carrol Ward, President  
AFGE Local 2978



Aretha Lyles, President  
AFGE Local 3721



Kenneth Pitts, President  
AFGE Local 383



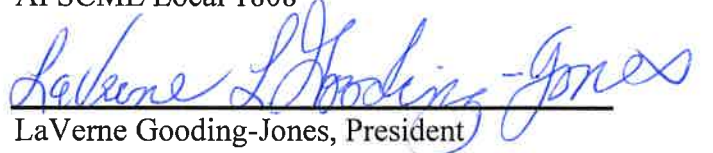
Barbara Milton, President  
AFGE Local 631



Deborah Williams, President  
AFSCME Local 1200



Mathew Williams, President  
AFSCME Local 1808




LaVerne Gooding-Jones, President  
AFSCME Local 2087

Kevin Hooks, President  
AFSCME Local 2092

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Dr. Christopher Rodriguez, Director  
Homeland Security and Emergency  
Management Agency

  
Ritchie Brooks, President  
Teamsters Local 730

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Drew Hubbard, Interim Director  
Department of Housing and Community  
Development

  
Kevin Pogue  
AFSCME local 2091

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Hnin Khaing, Director  
Office of Human Rights

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Ayanna Lee, Labor Liaison  
Office of Human Rights

  
Laura Green Zeilinger, Director  
Department of Human Services

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Tammyjo Scriven, Labor Liaison  
Department of Human Services

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Karima Morris Woods, Commissioner  
Department of Insurance, Securities, and  
Banking

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Katrice Purdie, Labor Liaison  
Department of Insurance, Securities, and  
Banking



Michael A. Carter, Director  
Department of Public Works



Jerome Williams, Labor Liaison  
Department of Public Works



Jed Ross, Chief Risk Officer  
Office of Risk Management



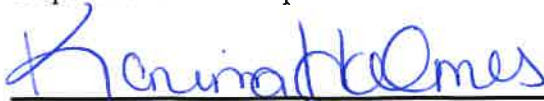
Dr. Christina Grant, State Superintendent of  
Education  
Office of the State Superintendent of  
Education

Quiyana Hall, Labor Liaison  
Office of the State Superintendent of  
Education



Everett Lott, Director  
Department of Transportation

Leah Brown, Labor Liaison  
Department of Transportation



Karima Holmes, Director  
Office of Unified Communications



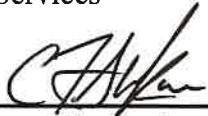
Ingrid Jackson, Labor Liaison  
Office of Unified Communications





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Hilary Cairns  
Department of Youth and Rehabilitation  
Services



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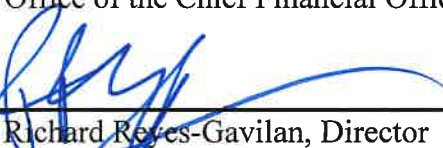
Trey Stanback, Labor Liaison  
Department of Youth and Rehabilitation  
Services

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Fitzroy Lee, Acting Chief Financial Officer  
Office of the Chief Financial Officer

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LaSharn Moreland, Labor Liaison  
Office of the Chief Financial Officer



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Richard Reyes-Gavilan, Director  
DC Public Library

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Veronica Ahern, Executive Director  
Public Service Commission

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Richard Beverly, Labor Liaison  
Public Service Commission



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Ronald Mason, Jr., J.D., President  
University of the District of Columbia

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Wayne Turnage, Director  
Department of Health Care Finance

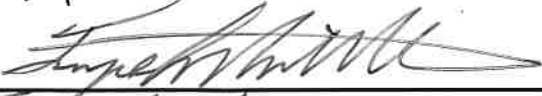
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Felicia Rothchild, Labor Liaison  
Department of Health Care Finance



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Jessica Gray, Labor Liaison / Human Capital Administrator  
Department on Disability Services



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TANYA L. MITCHELL  
LABOR LIAISON  
HOMELAND SECURITY AND  
EMERGENCY MANAGEMENT  
AGENCY

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Gabriel Robinson, Director  
Department of Motor Vehicles


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Odessa Nance, Labor Liaison  
Department of Motor Vehicles

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Robert J. Contee III, Police Chief  
Metropolitan Police Department

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Mark Viehmeyer, Labor Liaison  
Metropolitan Police Department


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Delano Hunter, Director  
Department of Parks and Recreation

---

Amy Caspari, Labor Liaison  
Department of Parks and Recreation

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Anita Cozart, Interim Director  
Office of Planning

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Sandra Harp, Labor Liaison  
Office of Planning

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Lewis D. Ferebee, Chancellor  
District of Columbia Public Schools

**ATTACHMENT 04**

**RK0 - Office of Risk Management**

AppropFund	Approp Fund Title	Program 1	Program 1 Description	Program/Activity	Program/Activity/Description	FY23 Initial Budget	FY23 Total Budget	FY23 Expenditures	FY23 Variance	FY23 Variance Explanation
1010	LOCAL FUND	AMP011	HUMAN RESOURCE SERVICES	100058	HUMAN RESOURCE SERVICES - GENERAL	482,809.68	482,809.68	399,829.12	82,980.56	The surplus is due to vacancy savings. The surplus under this program offsets PS deficit under other programs
		AMP016	PERFORMANCE AND STRATEGIC MANAGEMENT	100154	PERFORMANCE AND STRATEGIC MANAGEMENT	1,384,861.49	1,384,861.49	1,456,067.55	(71,206.06)	The variance is due to PS over spending. The agency's over all PS budget has a shortage of \$26,960, which is offset by savings from non-personnel services. Therefore, the PS deficit under this program is offset by the NPS surplus and PS surplus in other programs.
		AMP023	RESOURCE MANAGEMENT	100127	RESOURCE MANAGEMENT - GENERAL	2,000.00	2,000.00	434.64	1,565.36	Variance is due to savings from RTS cost
		AMP030	EXECUTIVE ADMINISTRATION	100151	EXECUTIVE ADMINISTRATION	575,524.72	575,524.72	551,087.29	24,437.43	Variance is the net effect PS deficit of \$25,583 and NPS savings of \$50,021. The NPS savings is coming from savings in contractual services and purchase of equipment
		O06501	CAPTIVE INSURANCE SERVICES	500223	CAPTIVE INSURANCE SERVICES	166,993.34	166,993.34	197,048.81	(30,055.47)	The variance is due to PS over spending. The agency's over all PS budget has a shortage of \$26,960, which is offset by savings from non-personnel services. Therefore, the PS deficit under this program is offset by the NPS surplus and PS surplus in other programs.
		O06601	RISK INSPECTIONS AND COORDIN. OF ARMRS	500224	RISK INSPECTIONS AND COORDIN. OF ARMRS	271,000.63	271,000.63	156,163.83	114,836.80	The surplus is due to vacancy savings. The surplus under this program offsets PS deficit under other programs
		O06602	RISK PREVENTION AND ANALYSIS	500225	RISK PREVENTION AND ANALYSIS	277,826.77	277,826.77	330,264.45	(52,437.68)	The variance is due to PS over spending. The agency's over all PS budget has a shortage of \$26,960, which is offset by savings from non-personnel services. Therefore, the PS deficit under this program is offset by the NPS surplus and PS surplus in other programs.
		O06701	CLAIMS MANAGEMENT	500226	CLAIMS MANAGEMENT	931,893.37	931,893.37	977,388.03	(45,494.66)	The variance is due to PS over spending. The agency's over all PS budget has a shortage of \$26,960, which is offset by savings from non-personnel services. Therefore, the PS deficit under this program is offset by the NPS surplus and PS surplus in other programs.
<b>Grand Total</b>						<b>4,092,910.00</b>	<b>4,092,910.00</b>	<b>4,068,283.72</b>	<b>24,626.28</b>	

**BG0 - Employee Compensation Fund**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	Program/Activity	Program/Activity/Description	FY23 Initial Budget	FY23 Total Budget	FY23 Expenditures	FY23 Variance	FY23 Variance Explanation
1010	LOCAL FUND	AMP030	EXECUTIVE ADMINISTRATION	100151	EXECUTIVE ADMINISTRATION	6,070,817.26	4,824,693.05	4,832,911.83	(8,218.78)	Variance is due to term leave payment. This balance is offset by the balance in program code 50089
		O03301	INJURED WORKERS PAYMENTS	500089	INJURED WORKERS PAYMENTS	16,148,516.74	12,478,907.34	12,465,817.86	13,089.48	Variance is due to savings from injured workers indemnity payment, payments to injured workers' service providers and medical supplies costs. Any unspent budget for this agency carryover to the next fiscal year
<b>Grand Total</b>						<b>22,219,334.00</b>	<b>17,303,600.39</b>	<b>17,298,729.69</b>	<b>4,870.70</b>	

**RJ0 Captive Insurance Agency**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	Program	Program/Activity/Description	FY23 Initial Budget	FY23 Total Budget	FY23 Expenditures	FY23 Variance	FY23 Variance Explanation
1010	LOCAL FUND	O06403	PROPERTY, PERSONAL AND LIABILITY INSURANCE/OVERSIGHT	500221	PROPERTY, PERSONAL AND LIABILITY INSURANCE/OVERSIGHT	9,238,634.02	9,238,634.02	8,678,865.54	559,768.48	Savings from contract services. The agency had saving from cybersecurity insurance policy as the price quotes were lower
		O06404	SUBROGATION ACTIVITY	500222	SUBROGATION ACTIVITY	554,776.98	554,776.98	529,216.45	25,560.53	PS savings due to vacancy savings
<b>1010 Total</b>						<b>9,793,411.00</b>	<b>9,793,411.00</b>	<b>9,208,081.99</b>	<b>585,329.01</b>	
1060	SPECIAL PURPOSE REVENUE FUNDS	O06401	MEDICAL LIABILITY INSURANCE	500219	MEDICAL LIABILITY INSURANCE	100,000.00	-	-	-	Agency has no spending against this fund in FY23, and the revised budget is adjusted for the year end
		O06404	SUBROGATION ACTIVITY	500222	SUBROGATION ACTIVITY	586,516.98	586,516.98	242,095.40	344,421.58	PS savings due to vacancy savings
<b>1060 Total</b>						<b>686,516.98</b>	<b>586,516.98</b>	<b>242,095.40</b>	<b>344,421.58</b>	
<b>Grand Total</b>						<b>10,479,927.98</b>	<b>10,379,927.98</b>	<b>9,450,177.39</b>	<b>929,750.59</b>	

**ZH0-Settlement and Judgment Fund**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	FY23 Approved Budget	FY23 Budget Adjustments	FY23 Current Revised Budget	Total Expenditures	Current Available Budget	Variance Explanation
1010	LOCAL FUND	O07701	SETTLEMENTS AND JUDGMENTS FUND	\$28,024,759.00	(\$13,975,241.00)	\$14,049,518.00	\$12,605,503.89	\$1,444,014.11	There were settlements/judgments that did not reach final agreement or where dates shifted to FY24.
		PRG001	NO PROGRAM	\$0.00	\$0.00	\$0.00	\$30,000.00	(\$30,000.00)	
<b>Grand Total</b>				<b>\$28,024,759.00</b>	<b>(\$13,975,241.00)</b>	<b>\$14,049,518.00</b>	<b>\$12,635,503.89</b>	<b>\$1,414,014.11</b>	

**RK0 - Office of Risk Management**

**FY 2024 Budget**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	Program/Activity	Program Description	FY24 Initial Budget	FY24 Total Budget	FY24 EXPENDITURES
1010	LOCAL FUND	AMP011	HUMAN RESOURCE SERVICES	100058	HUMAN RESOURCE SERVICES - GENERAL	505,176.18	505,176.18	93,819.63
		AMP016	PERFORMANCE AND STRATEGIC MANAGEMENT	100154	PERFORMANCE AND STRATEGIC MANAGEMENT	1,471,450.83	1,471,450.83	320,358.27
		AMP023	RESOURCE MANAGEMENT	100127	RESOURCE MANAGEMENT - GENERAL	-	-	-
		AMP030	EXECUTIVE ADMINISTRATION	100151	EXECUTIVE ADMINISTRATION	534,249.03	534,249.03	108,960.71
		O06501	CAPTIVE INSURANCE SERVICES	500223	CAPTIVE INSURANCE SERVICES	174,018.20	174,018.20	7,473.73
		O06601	RISK INSPECTIONS AND COORDIN. OF ARMRS	500224	RISK INSPECTIONS AND COORDIN. OF ARMRS	269,132.79	269,132.79	47,135.62
		O06602	RISK PREVENTION AND ANALYSIS	500225	RISK PREVENTION AND ANALYSIS	297,509.80	297,509.80	72,413.10
		O06701	CLAIMS MANAGEMENT	500226	CLAIMS MANAGEMENT	967,371.17	967,371.17	213,808.34
<b>Grand Total</b>						<b>4,218,908.00</b>	<b>4,218,908.00</b>	<b>863,969.40</b>

**BG0 - Employee Compensation Fund**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	Program/Activity	Program Description	FY24 Initial Budget	FY24 Total Budget	FY24 EXPENDITURES
1010	LOCAL FUND	AMP030	EXECUTIVE ADMINISTRATION	100151	EXECUTIVE ADMINISTRATION	5,639,263.15	5,639,263.15	1,057,311.79
		O03301	INJURED WORKERS PAYMENTS	500089	INJURED WORKERS PAYMENTS	14,764,588.85	14,764,588.85	1,673,076.46
<b>Grand Total</b>						<b>20,403,852.00</b>	<b>20,403,852.00</b>	<b>2,730,388.25</b>

**RJ0 Captive Insurance Agency**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	Program/Activity	Program Description	FY24 Initial Budget	FY24 Total Budget	FY24 EXPENDITURES
1010	LOCAL FUND	O06403	PROPERTY, PERSONAL AND LIABILITY INSURANCE/OVERSIGHT	500221	PROPERTY, PERSONAL AND LIABILITY INSURANCE/OVERSIGHT	9,198,482.10	9,198,482.10	-
		O06404	SUBROGATION ACTIVITY	500222	SUBROGATION ACTIVITY	610,879.90	610,879.90	106,468.35
<b>1010 Total</b>						<b>9,809,362.00</b>	<b>9,809,362.00</b>	<b>106,468.35</b>
1060	SPECIAL PURPOSE REVENUE FUNDS	O06401	MEDICAL LIABILITY INSURANCE	500219	MEDICAL LIABILITY INSURANCE	100,000.00	100,000.00	-
		O06404	SUBROGATION ACTIVITY	500222	SUBROGATION ACTIVITY	592,848.42	592,848.42	52,675.45
<b>1060 Total</b>						<b>692,848.42</b>	<b>692,848.42</b>	<b>52,675.45</b>
<b>Grand Total</b>						<b>10,502,210.42</b>	<b>10,502,210.42</b>	<b>159,143.80</b>

**ZH0-Settlement and Judgment Fund**

Approp Fund	Approp Fund Title	Program 1	Program 1 Description	FY24 Approved Budget	FY24 Budget Adjustments	Current Revised Budget	Total Expenditures	Current Available Budget
1010	LOCAL FUND	O07701	SETTLEMENTS AND JUDGMENTS FUND	\$21,024,759.00	\$0.00	\$21,024,759.00	\$4,175,402.36	\$16,849,356.64
		PRG001	NO PROGRAM	\$0.00	\$0.00	\$0.00	(\$30,000.00)	\$30,000.00
<b>Grand Total</b>				<b>\$21,024,759.00</b>	<b>\$0.00</b>	<b>\$21,024,759.00</b>	<b>\$4,145,402.36</b>	<b>\$16,879,356.64</b>

**ATTACHMENT 05**

OFFICE OF RISK MANAGEMENT FY 23 REPROGRAMMINGS					
To Agency	From Agency	Primary Doc Key	Amount	Date Complete	Rationale
OFFICE OF RISK MANAGEMENT (RK0)	OFFICE OF RISK MANAGEMENT (RK0)	368	\$ 3,000.00	10/4/2023	Reprogramming from Other Services and Charges (Account # 713100C) to Purchase of Equipment and Machinery (Account #717100C)

OFFICE OF RISK MANAGEMENT FY 24 REPROGRAMMINGS					
There are no reprogramming requests to date.					

SETTLEMENT & JUDGMENT FUND FY 23 REPROGRAMMINGS					
To Agency	From Agency	REPGRM #	Amount	Date Complete	Rationale
CITYWIDE REPROGRAMMING	ZH0		\$ 5,000,000.00	11/2/2023	Funds were reprogrammed to assist with citywide spending pressures

No Funds have been reprogrammed in FY24



**ATTACHMENT 06**

<b>FY23 Agency Intra-District Transfers</b>		
<b>Buyer Agency</b>	<b>Seller Agency</b>	<b>Total Amount/ Actual</b>
BG0 - Employee Compensation Fund	CB0 - Office of the Attorney General	\$ 23,541.70
RK0 - Office of Risk Management	KT0 - Department of Public Works	\$ 9,095.02
RK0 - Office of Risk Management	AA0 - Excutive Office of the Mayor	\$ 5,000.00

<b>FY24 Agency Intra-District Transfers</b>		
<b>Buyer Agency</b>	<b>Seller Agency</b>	<b>Total Amount</b>
BG0 - Employee Compensation Fund	CB0 - Office of the Attorney general	\$ 50,000.00
RK0 - Office of Risk Management	KT0 - Department of Public Works	\$ 6,972.91
RK0 - Office of Risk Management	AA0 - Excutive Office of the Mayor	\$ 6,000.00
RK0 - Office of Risk Management	BE0 - DC Human Resources	\$ 12,791.10
RK0 - Office of Risk Management	BE0 - DC Human Resources	\$ 2,711.56

Note: Due to changes with the interagency process, funds no longer transfer into the seller agency's budget. All transactions are reflected in the buyer agency's budget.

**ATTACHMENT 07**

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	11/01/2022	IRMI	\$3,986.10	RJ0	Valerie Evans	Annual renewal for the International Risk Management Institute (IRMI) membership. IRMI primarily provides educational tools and training to risk managers, insurance agents/brokers, underwriters, and other insurance professionals.
2023	11/10/2022	ISO Services	\$29.80	RK0	Valerie Evans	Monthly ISO charges for October 2022. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	11/29/2022	RIMS	\$2,290.00	RK0	Valerie Evans	Annual membership to the International Risk and Insurance Management Society (RIMS). The purpose of RIMS is to educate risk managers, insurance agents/brokers, underwriters, and other insurance professionals with the most comprehensive risk and insurance library and through educational seminars.
2023	12/09/2022	TDonaldson Consulting	\$1,500.00	BG0	Valerie Evans	The Public Sector Workers Compensation Program in partnership with the Office of the Attorney General scheduled a deposition of a vocational rehabilitation specialist for Monday (12/12). For the deposition to proceed, the witness required the District to pay a deposit for their services. OCP was consulted before using the pcard.
2023	12/14/2022	ISO Services	\$262.90	RK0	Valerie Evans	Monthly ISO charges for November 2022. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	01/18/2023	ISO Services	\$1,526.20	RK0	Valerie Evans	December 2022 monthly ISO charges, including annual charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	01/20/2023	GW Training Center	\$400.00	RK0	Valerie Evans	AED Medical Direction and Program Oversight Fee for the GW Lifesavers Program. The GW Lifesavers Program offers Medical Direction and Program Oversight to organizations and individuals who have an Automated External Defibrillator (AED). The Program provides medical direction, program management, training as well as device and accessory sales. DC requires that either an in-state licensed physician or the Fire and Emergency Medical Service Department oversee all aspects of the AED program, including training and equipment maintenance.
2023	02/13/2023	Centers for Advanced Orthopaedic	\$1,000.00	BG0	Valerie Evans	ORM requested a one-time waiver to pay for a medical invoice for the Workers Compensation Program (WCP) that is typically paid by ORMs ERisk claims system as a direct voucher payment. Due to the migration from SOAR to the DIFS financial system, there have been numerous delays with processing payments for the program. For this specific payment, the delay is due to a mail code error. The DIFS team will not be able to resolve the issue with the code change without sufficient delay, which could impact future services with the medical provider. A waiver request was submitted and approved by OCP to make the payment.
2023	02/14/2023	ISO Services	\$246.40	RK0	Valerie Evans	Monthly ISO charges for January 2023. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	02/17/2023	Bluebay Office, Inc	\$225.00	RK0	Valerie Evans	10 4pks of Compressed air purchased for cleaning computer and IT equipment.
2023	02/24/2023	PRIMA	\$385.00	RK0	Valerie Evans	Annual membership for Public Risk and Insurance Management Association (PRIMA) for Jed Ross and staff. Membership can only be obtained through PRIMA.
2023	03/09/2023	Amtrack	\$220.00	BG0	Valerie Evans	Train costs for Candice Walsh -TechLaw Institute 2023: The Digital Evolution by the Practicing Law Institute training in NY.
2023	03/09/2023	Amtrack	\$253.00	RK0	Valerie Evans	Train costs for Kwenita Anderson -TechLaw Institute 2023: The Digital Evolution by the Practicing Law Institute training in NY.
2023	03/13/2023	Hampton Inn	\$597.93	BG0	Valerie Evans	Hotel costs for Candice Walsh -TechLaw Institute 2023: The Digital Evolution by the Practicing Law Institute training in NY. compt source: 0040, object code: 0402
2023	03/13/2023	Hampton Inn	\$597.93	RK0	Valerie Evans	Hotel for Kwenita Anderson -TechLaw Institute 2023: The Digital Evolution by the Practicing Law Institute training in NY.
2023	03/14/2023	ISO Services	\$166.00	RK0	Valerie Evans	February 2023 monthly ISO charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	03/17/2023	DC Bar	\$179.00	RK0	Valerie Evans	Registration fee for the DC Bar 2023 District of Columbia Judicial & Bar Conference April 28, 2023, Home Rule Act in D.C. at 50: Looking Back and Looking Forward for Talia Cohen. The receipt and signed training form are combined and attached as one file.
2023	03/17/2023	DC Bar	\$179.00	RK0	Valerie Evans	Registration fee for the DC Bar 2023 District of Columbia Judicial & Bar Conference April 28, 2023, Home Rule Act in D.C. at 50: Looking Back and Looking Forward for Michael Krainak. The receipt and signed training form are combined and attached as one file.
2023	03/17/2023	Iconologic, Inc	\$500.00	RK0	Valerie Evans	Payment for IconLogic to update the quiz settings in the Drive to Zero course purchased for the Vision Zero program.

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	03/20/2023	Total Office Products	\$108.86	RK0	Valerie Evans	Misc office supplies: batteries, CD/DVD cases.
2023	03/28/2023	Amazon	\$323.98	BG0	Valerie Evans	Two copies of Guides to the Evaluation of Permanent Impairment, Sixth Edition hardback book for Talia Cohen/Legal Team.
2023	04/03/2023	American Airlines	\$347.90	BG0	Valerie Evans	Airline fees for Soriya Chhe to attend the 2023 California Self-Insurers Association Annual Conference in Anaheim, California. The tickets were booked one way instead of round trip because the cost was cheaper.
2023	04/03/2023	United Airlines	\$189.35	BG0	Valerie Evans	Airline fees for Soriya Chhe to attend the 2023 California Self-Insurers Association Annual Conference in Anaheim, California. The tickets were booked one way instead of round trip because the cost was cheaper.
2023	04/05/2023	California Self Insurers Association	\$375.00	BG0	Valerie Evans	Conference fees for Soriya Chhe - 2023 California Self-Insurers Association Annual Conference in Anaheim, California.
2023	05/01/2023	DC Bar	\$99.00	RK0	Valerie Evans	Continuing Legal Education requirement for Cynthia Psoras - The Importance of Data and Data Analysis in Litigation presented by the D.C. Bar Association.
2023	05/17/2023	The American Institute	\$1,245.00	BG0	Valerie Evans	Registration fee to 2023 National Workers Compensation Conference in Las Vegas, NV - Jennifer Arnic
2023	05/17/2023	The American Institute	\$1,245.00	BG0	Valerie Evans	Registration fee to 2023 National Workers Compensation Conference in Las Vegas, NV - Kyra Kirkling
2023	05/18/2023	JW Marriott Anaheim	\$640.89	RK0	Valerie Evans	Hotel costs for Soriya Chhe to attend the 2023 California Self-Insurers Association Annual Conference in Anaheim, California.
2023	06/02/2023	ISO Services	\$340.60	RK0	Valerie Evans	April 2023 monthly ISO charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	06/02/2023	ISO Services	\$211.80	RK0	Valerie Evans	Revised invoice for March 2023 monthly ISO charges (see note on signed invoice). ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	06/05/2023	Senoda Inc	\$2,062.48	RK0	Valerie Evans	Cubicle name tag plates for office.
2023	06/06/2023	JW Marriott Anaheim	-\$92.82	RK0	Valerie Evans	Credit for Hotel taxes/fees for \$92.82 for Soriya Chhe to attend the 2023 California Self-Insurers Association Annual Conference in Anaheim, California. Please see the attached invoice which shows costs before and after the credit. The amounts that were credited are highlighted on both invoices.
2023	06/09/2023	FORMost Advanced Creations	\$100.50	RK0	Valerie Evans	Business cards for Robert Preston and Talia Cohen.
2023	06/13/2023	SAWCA	\$1,000.00	BG0	Valerie Evans	Conference fees for the Southern Association of Workers Compensation Administrators (SAWCA) Annual Convention in Amelia Island, FL for Jennifer Arnic.
2023	06/14/2023	LawPracticeCLE	\$139.00	RK0	Valerie Evans	How to Litigate a Special Education Case Under the IDEA offered on demand webinar via Law Practice CLE for Attorney Nicole Skibicki.
2023	06/16/2023	ISO Services	\$166.00	RK0	Valerie Evans	Invoice for May 2023 monthly ISO charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	06/20/2023	SAWCA	-\$250.00	BG0	Valerie Evans	Credit for conference fees for the Southern Association of Workers Compensation Administrators (SAWCA) Annual Convention in Amelia Island, FL for Jennifer Arnic. We paid the nonmember conference price of \$1,000, but it turns out DC is a member. \$250 of the fee was refunded to reflect member cost.
2023	06/22/2023	Mandalay Bay Convention Center	\$681.42	BG0	Valerie Evans	Hotel fees for Kyra Kirkling to attend the 2023 National Workers Compensation Conference in Las Vegas, NV on September 19, 2023 through September 22, 2023. The hotel billed my card for the full amount when we switched from Ms. Kirkling's personal credit card. She used her card to reserve the room.
2023	07/08/2023	Apple	\$79.00	RK0	Valerie Evans	Mac magic mouse for Sam Yeung. A Mac laptop and all accessories were purchased online as one single purchase, but the vendor charged the card for each item separately when they removed the taxes before shipping. ORM did not split the purchase. The full receipt is attached as proof. These items were approved to pay by pcard via OCP waiver.

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	07/08/2023	Apple	\$19.00	RK0	Valerie Evans	Mac USB-C TO USB adapter for Sam Yeung. A Mac laptop and all accessories were purchased online as one single purchase, but the vendor charged the card for each item separately when they removed the taxes before shipping. ORM did not split the purchase. The full receipt is attached as proof. These items were approved to pay by pcard via OCP waiver.
2023	07/08/2023	Apple	\$29.95	RK0	Valerie Evans	Mac Belkin USB-C to Gigabit Ethernet adapter for Sam Yeung. A Mac laptop and all accessories were purchased online as one single purchase, but the vendor charged the card for each item separately when they removed the taxes before shipping. ORM did not split the purchase. The full receipt is attached as proof. These items were approved to pay by pcard via OCP waiver.
2023	07/08/2023	Apple	\$19.00	RK0	Valerie Evans	Mac Power Adapter Extension cable for Sam Yeung. A Mac laptop and all accessories were purchased online as one single purchase, but the vendor charged the card for each item separately when they removed the taxes before shipping. ORM did not split the purchase. The full receipt is attached as proof. These items were approved to pay by pcard via OCP waiver.
2023	07/08/2023	Apple	\$39.00	RK0	Valerie Evans	Mac thunderbolt 3 (USB-C) cable for Sam Yeung. A Mac laptop and all accessories were purchased online as one single purchase, but the vendor charged the card for each item separately when they removed the taxes before shipping. ORM did not split the purchase. The full receipt is attached as proof. These items were approved to pay by pcard via OCP waiver.
2023	07/08/2023	Apple	\$2,799.00	RK0	Valerie Evans	Apple Macbook Pro and accessories for Deputy Director Sam Yeung. The laptop and all accessories were purchased online as one single purchase, but the vendor charged the card for each item separately when they removed the taxes before shipping. ORM did not split the purchase. The full receipt is attached as proof. These items were approved to pay by pcard via OCP waiver.
2023	07/18/2023	ISO Services	\$100.30	RK0	Valerie Evans	Invoice for June 2023 monthly ISO charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	07/27/2023	FORMost Advanced Creations	\$1,554.52	RK0	Valerie Evans	ORM blue embroidered polo shirts for office staff, 24 small and 20 X-small.
2023	08/09/2023	PENSION BENEFIT INFORM	\$2,475.00	BG0	Valerie Evans	Pension Benefit Information (PBI) death search for the Workers Compensation Program. Aide with fraud prevention in the event of an unreported death of a claimant.
2023	08/09/2023	ISO Services	\$122.60	RK0	Valerie Evans	Invoice for July 2023 monthly ISO charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	08/10/2023	Public Performance Management	\$1,675.45	RK0	Valerie Evans	80 Logitech H390 USB Headset with noise-canceling mike.



**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	08/11/2023	SAF-GARD SAFETY SHOE	\$314.97	RK0	Valerie Evans	Men's safety boots for RPS and insurance. ORM used the same vendor who has a contract with DPW for safety shoes.
2023	08/18/2023	USF COPH OTIEC	\$1,190.00	RK0	Valerie Evans	OSHA course # 2255 Principles of Ergonomics via University of Florida for Thomas Cawiezell and Gregory Webb.
2023	08/23/2023	AMERICAN CASE MANAGEME	\$160.00	BG0	Valerie Evans	Registration fees for the American Case Management Association (ACMA) Conference, Hunt Valley, MD for Freddie Russell.
2023	08/23/2023	AMERICAN CASE MANAGEME	\$160.00	BG0	Valerie Evans	Registration fees for the American Case Management Association (ACMA) Conference, Hunt Valley, MD for Francine White.
2023	08/23/2023	AMERICAN CASE MANAGEME	\$160.00	BG0+F62	Valerie Evans	Registration fees for the American Case Management Association (ACMA) Conference, Hunt Valley, MD for Mary McDaniel.
2023	09/06/2023	FORMost Advanced Creations	\$162.00	RK0	Valerie Evans	Business cards for Thomas Cawiewell, Gregory Webb and Rashaan Evans
2023	09/14/2023	Cooper Safety Supply	\$576.94	RK0	Valerie Evans	Hard hats with ORM logo for safety and insurance team, Director, and deputy Director.
2023	09/14/2023	ISO Services	\$369.30	RK0	Valerie Evans	Invoice for August 2023 monthly ISO charges. ISO ClaimSearch is used in the property/insurance claims industry and is the insurance industry's first and only comprehensive system for improving claims processing and fighting fraud, which is vital to understanding the motivation behind filing a claim. These charges are approved for payment by OCP waiver.
2023	09/22/2023	Total Office Products	\$2,934.20	RJ0	Valerie Evans	Misc Office Supplies: Copier paper, staplers, toners, sharpies, glue sticks, 1 inch binders, rubber bands, letter openers.
2023	09/21/2023	Metropolitan Office Products	\$3,144.88	RK0	Valerie Evans	ORM lanyards, popup banner and table cloth

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2023	09/26/2023	Public Performance Management	\$1,150.00	RJ0	Valerie Evans	Registration fees for Rashaan Evans to attend the Public Risk Management Association (PRIMA) insurance and risk training Monday, October 16, 2023, through Friday, October 20, 202 in New Orleans, Louisiana.
2023	09/27/2023	The Pelham Hotel	\$1,001.71	RJ0	Valerie Evans	Hotel fees for Rashaan Evans to attend the Public Risk Management Association (PRIMA) insurance and risk training Monday, October 16, 2023, through Friday, October 20, 202 in New Orleans, Louisiana.
2023	09/27/2023	Centers for Advanced ENT Care	\$2,500.00	BG0	Valerie Evans	PSWCP manager requested P card payment to have a doctor testify on 9/28 for the case of a claimant. The payment issued through DIFS didnt go through. We need to make the payment so the doctor would testify. The charge was preapproved by OCP. Total payment we had to make is \$2,500: \$500 is for pre-deposition Prep and \$2,000 is for the deposition testimony.
2024	10/20/2023	The Pelham Hotel	-\$73.68	RJ0	Valerie Evans	Tax credit for hotel fees for Rashaan Evans to attend the Public Risk Management Association (PRIMA) insurance and risk training Monday, October 16, 2023, through Friday, October 20, 202 in New Orleans, Louisiana. The credit is listed on the attached invoice as the last entry.
2024	10/26/2023	Metro Stamp and Seal Company	\$72.95	BG0	Valerie Evans	Notary supplies for Dwayne Haynes. This company was recommended by DSLBD to purchase notary supplies.
2024	10/30/2023	AFERM/AGA	\$700.00	RK0	Valerie Evans	Registration for Angela Mandel to attend the Association of Federal Enterprise Risk Management (AFERM) annual ERM training conference "Weaving ERM into the fabric of government" at the Washington Convention Center, November 28 - 29, 2023. The cost was approved for \$600.00 but we missed the early bird registration and had to pay \$700. The vendor refunded the difference and give back the \$100.00 on a separate transaction.
2024	10/31/2023	AFERM/AGA	-\$100.00	RK0	Valerie Evans	Registration credit for Angela Mandel to attend the Association of Federal Enterprise Risk Management (AFERM) annual ERM training conference "Weaving ERM into the fabric of government" at the Washington Convention Center, November 28 - 29, 2023. The cost was approved for \$600.00 but we missed the early bird registration and had to pay \$700. The vendor refunded the difference and give back the \$100.00 on a separate transaction.
2024	11/01/2023	IRMI	\$4,265.10	RJ0	Valerie Evans	Annual renewal for the International Risk Management Institute (IRMI) membership. IRMI primarily provides educational tools and training to risk managers, insurance agents/brokers, underwriters, and other insurance professionals.
2024	11/07/2023	Metro Stamp and Seal Company	\$72.95	BG0	Valerie Evans	Notary supplies for Mayze Davis. This company was recommended by DSLBD to purchase notary supplies.
2024	11/29/2023	Pitney Bowes	\$1,638.65	BG0	Valerie Evans	Pitney Bowes red toner and color printer cartridges for Pitney Bowes Send Pro postage machine. We could not find where Pitney Bowes products are sold on the open market. The "compatible" brand of toner found does not have good ratings. We bought directly through Pitney Bowes to ensure good quality to prevent maintenance problems.

**Office of Risk Management**  
**PCard Transactions for FY 23 and FY 24, to date**

<b>Fiscal Year</b>	<b>Transaction Date</b>	<b>Merchant Name</b>	<b>Transaction Amount</b>	<b>Agency Budget</b>	<b>Cardholders Name</b>	<b>Item Description</b>
2024	12/01/2023	RIMS	\$1,940.00	RK0	Valerie Evans	Annual membership to the International Risk and Insurance Management Society (RIMS). The purpose of RIMS is to educate risk managers, insurance agents/brokers, underwriters, and other insurance professionals with the most comprehensive risk and insurance library and through educational seminars.
2024	12/19/2023	Total Office Products	\$125.98	RJ0	Valerie Evans	Dry erase board, desk protector mat, dry erasers and markers.

**ATTACHMENT 08**

**Office of Risk Management  
Contracts**

Contractor/ Vendor Name	Nature of Contract, Including End Product/Service	Dollar Amount of Contract - Budgeted	Dollar Amount of Contract - Actually Spent	Term of Contract	Competitively Bid (Yes / No)	Contract Monitor	Results of Monitoring Activity	Funding Source
ABC Technical Solution	Dell laptops, monitors, and docking stations	FY 23: \$64,877.43	FY 23: \$64,877.43	August 1, 2023 - September 30, 2023	Yes	Valerie Evans	The equipment was procured and delivered on time.	BG0/RK0
Advantage Surveillance, LLC	Contractor provides investigative services for the workers' compensation program for claimants living inside the DC metropolitan area and throughout the nation as needed.	FY 23: \$184,820.00	FY 23: \$38,041.25	Option year 4: 8/22/2022 - 8/21/22023	Yes	Sam Yeung	The contract ended in FY 23. ORM is working with OCP for a new contract.	BG0
Answer United, Inc.	New contract for the continuation of funding for call center services for the workers' compensation program. The vendor receives calls from District employees, their representatives, supervisors or other appropriate District officials who report employee injuries. Services are needed during the hours of 5:00pm-8:30am Monday through Friday and on a 24-hour basis on weekends and District government holidays.	FY 23: \$12,730.00 FY 24: \$16,537.50	FY 23: \$0 FY 24: \$0	Base Year: 8/17/2023 - 8/16/2024 Option Year 1: 8/17/2024 - 8/25/2025	Yes	Jennifer Arnic	The prior contract expired on 7/03/2023. According to the CA, the vendor did not complete setup before FY 23 ended to bill us.	BG0
Arthur J. Gallagher	District-wide Enterprise Risk Management framework to help District agencies produce real-time snapshots of risk trends and mitigation effectiveness. As a result, accidents and other hazard risks will be reduced, taxpayer dollars will be saved, and opportunity risks will be more consistently pursued. The software will help to support the framework by providing a central and secure platform to collect data, gaining a clear view of the District's overall risk level.	FY 23: \$6,500.00	FY 23: \$6,500.00	5/19/2023 - 5/18/ 2024	Exempt from Competition	Valerie Evans	FY 23 services were completed. Current services are ongoing. ORM intends to renew in May 2024 to continue service.	RK0
Baker & Hostetler LLP	Legal services specific to cyber insurance claims	Legal Services: not to exceed policy limit of \$10,000,000	\$0	Base Year: 10/1/22 - 9/30/23 Option Year 1: 10/1/23 - 09/30/24	No	Robert Preston	Once it was observed that deductible was met, insurance carrier was engage to begin paying on behalf of the District	RJ0
Briar Patch Shredding	For continuation of shredding services for confidential documents.	FY 23: \$1,500.00 FY 24: \$1,800.00	FY 23: \$1,450.00 FY 24: \$450.00	FY 23: 10/1/2022 - 9/30/2023 FY 24: 10/1/2023 - 9/30/2024	Yes	Valerie Evans	FY 23 services were completed. Current services are ongoing.	RK0
Capitol Document Solutions LLC	Continuation of maintenance, repair and supplies for office Kyocera copiers, fax and printers	FY 23: \$13,420.00 FY 24: 13,420.00	FY 23: \$13,420.00 FY 24: \$13,420.00	FY 23: 10/1/2022 - 9/30/2023 FY 24: 10/1/2023 - 9/30/2024	Exempt from Competition	Valerie Evans	FY 23 services were completed. Current services are ongoing.	RK0/BG0
CCC Information Services	For the continuation of online motor vehicle valuations services for ORM Tort Liability claims.	FY 23: \$7,500.00 FY 24: \$7,500.00	FY 23: \$6,592.00 FY 24: \$1,025.00	FY 23: 10/1/2022 - 9/30/2023 FY 24: 10/1/2023 - 9/30/2024	Exempt from Competition	Peter Clark	FY 23 services were completed. Current services are ongoing.	RK0
CDW, LLC	Licenses for 70 phone system/PBX licenses to allow users the ability to use Microsoft Teams to place and receive phone calls to individuals outside the District Government network as though they are calling from their desk phones.	FY 23: \$5,124.00	FY 23: \$5,124.00	FY 23: 12/1/2022 - 11/30/2023	OCTO Enterprise Agreement with Microsoft	Sam Yeung	FY 23 services were completed. Current services are no longer needed because OCTO is has purchased this software for the District to be included with Teams licenses.	RK0/BG0
Computer Aid	Continuation of STaR2 contract for Business System Architect - Master. This resource supports the ERisk system.	FY 23: \$291,727.36 FY 24: \$314,875.44	FY 23: \$276,582.24 FY 24: \$68,760.45	Option year 1: 01/1/2023 - 12/31/2023 Option year 2: 01/1/2024 - 12/31/2024	Yes	Sam Yeung	FY 23 services were completed. Current services are ongoing.	RK0/BG0

**Office of Risk Management  
Contracts**

Contractor/ Vendor Name	Nature of Contract, Including End Product/Service	Dollar Amount of Contract - Budgeted	Dollar Amount of Contract - Actually Spent	Term of Contract	Competitively Bid (Yes / No)	Contract Monitor	Results of Monitoring Activity	Funding Source
Corporate Systems Resources	Funding for the continuation of two (2) temporary Customer Service Representative II.	FY 23: \$106,544.64 FY 24: \$108,165.60	FY 23: \$73,378.90 FY 24: \$12,027.45	Option Year 2: 3/06/2023 - 3/5/2024 Option year 3: 3/06/2024 - 3/05/2025	Yes	Valerie Evans	FY 23 services were completed. We are currently interviewing for a replacement. ORM intends to renew the upcoming option.	BG0
Corporate Systems Resources	Temporary on-site Information Technology (IT) Support Technician- Level II to support and troubleshoot IT related issues for ORM staff and providing technical and administrative support to IT-related agency projects.	FY 23: \$59,278.35 FY 24: \$60,059.80	FY 23: \$52,093.80 FY 24: \$0	Option Year 2: 3/10/2023 - 3/08/2024 Option Year 3: 3/09/2023 - 3/08/ 2024	Yes	Valerie Evans	FY 23 services were completed. We are currently interviewing for a replacement. ORM intends to renew the upcoming option.	RK0/BG0
Corporate Systems Resources	Temporary contract for up to two paralegals. The contract is used on an as needed basis.	FY 23: \$84,456.40 FY 24: \$85,145.84	FY 23: \$0 FY 24: \$0	Option 1 year: 9/27/2023 - 9/26/2024 Option Year 3: 9/27/2024 - 9/26/ 2025	Yes	Valerie Evans	The contract is currently in force and is only used if needed to support legal staff.	BG0
DH Lloyd	Marketing, acquisition, and servicing of insurance policies for Fine Arts and Builder's Risk - MacFarland Middle School, Coolidge High School, and Marie Reed Elementary School	Insurance Policies: as insurance market dictates, limited to Captive Insurance Agency budget and receipt of monies from other agencies via MOUs  Consultation Services: not to exceed \$950,000	\$9,835  (Includes premium payments to insurance carriers)	Option Year 3: 03/04/22 - 03/03/23 Option Year 4: 03/04/23 - 03/03/24	Yes	Robert Preston	The selection of competent broker and maintaining a long-term relationship ultimately result in better premiums for the District government / taxpayers	RJ0
E7Strategies, Inc	Temporary contract for up to two workers' compensation claims examiners. The contract is used on an as needed basis.	FY 23: \$83,923.20 FY 24: \$83,923.20	FY 23: \$46,043.55 FY 24: \$0	Base Year: 9/30/ 2022 - 9/29/2023 Option Year 1: 9/30/2023 - 9/29/2024	Yes	Jennifer Arnie	FY 23 services were completed. The contract is currently in force until needed.	BG0
Endicott Communications, Inc	Funding for call center services for the workers' compensation program. The vendor receives calls from District employees, their representatives, supervisors or other appropriate District officials who report employee injuries. Services are needed during the hours of 5:00pm-8:30am Monday through Friday and on a 24-hour basis on weekends and District government holidays.	FY 23: \$10,050.00	FY 23: \$7,704.83	Option year 4: 07/03/22 - 07/2/2023	Yes	Jennifer Arnie	FY 23 services were completed. The contract ended on 7/02/2023. A new vendor was approved by OCP to continue services.	BG0
Gelberg Signs	How Am I Driving reflective bumper stickers for District vehicles	FY 23: \$9,754.95	FY 23: \$9,754.95	May 11, 2023 - September 30, 2023	No	Valerie Evans	Service and delivery was completed and ended in FY 23.	RK0
GNT Group	Services to shampoo and spot clean carpet for 800 south office suite.	FY 23: \$4,500.00	FY 23: \$4,500.00	September 11 - September 30, 2023	No	Sam Yeung	Service and delivery was completed and ended in FY 23.	RK0

**Office of Risk Management  
Contracts**

Contractor/ Vendor Name	Nature of Contract, Including End Product/Service	Dollar Amount of Contract - Budgeted	Dollar Amount of Contract - Actually Spent	Term of Contract	Competitively Bid (Yes / No)	Contract Monitor	Results of Monitoring Activity	Funding Source
ISO Services	ISO ClaimSearch database services for improving claims processing and fighting fraud.	\$15,100.00	\$0.00	January 1, 2024 - September 30, 2024	Exempt from Competition	Sam Yeung	New service.	RK0/BG0
Lockton	<ul style="list-style-type: none"> <li>• Support materials for meetings with potential insurance carriers</li> <li>• Review of insurance template for District contracts</li> <li>• Counsel and quotes on possible special insurance policies for the District</li> <li>• Marketing, acquisition, and servicing of insurance policies</li> <li>• Captive Management Services regarding medical malpractice coverage</li> </ul>	Insurance Policies: as insurance market dictates, limited to Captive Insurance Agency budget and receipt of monies from other agencies via MOUs  Brokerage Fees and Management Services Fees: not to exceed \$950,000	\$295,907  (Includes premium payments to insurance carriers)	Base Year: 03/13/22 - 03/12/23 Option Year 1: 03/13/23 - 03/12/24	Yes	Robert Preston	The selection of competent broker and maintaining a long-term relationship ultimately result in better premiums for the District government / taxpayers  Engaging a licensed broker permits the Captive to issue the required medical malpractice policy and provide support for related claims	RJ0
MB Staffing Services, LLC	Temporary contract for a registered nurse. The contract is used on an as needed basis.	FY 23: \$123,460.40 FY 24: \$126,958.00	FY 23: \$33,932.87 FY 24: \$0	Base Year Term: 9/27/2022 - 9/26/ 2023 Option Year 1: 9/27/ 2023 - 9/26/ 2024	Yes	Jennifer Arnic	FY 23 services were completed. The contract is currently in force and is only used if needed to support nursing staff.	BG0
MCG Health, LLC	Continuation of online services for the Official Disabilities Guide (ODG) for workers' compensation program	\$10,750.00	\$10,750.00	5/11/2023 - 5/10/2024	Exempt from Competition	Jennifer Arnic	Services are ongoing. ORM intends to continue service, however, we do not know at this time if the costs will remain the same or will increase with the term.	BG0
Midtown Personnel, Inc	Temporary front desk Receptionist.	\$9,303.60	\$8,714.82	3/11/2022 - 5/28/ 2022	Yes	Melbert Carlos	Services were completed and ended in FY 22.	RK0
Mitchell International	Funding for the continuation of bill review services for the workers' compensation program. This contract is not exceed \$250,000.00.	FY 23:\$170,000.00	FY 23: \$91,410.05	Option year 4: 6/07/2022 - 6/06/2023	Yes	Jennifer Arnic	Services were completed. This contract ended in June 2023. OCP awarded a new contract in June 2023 to continue services uninterrupted.	BG0
Mitchell International	New contract for bill review services for the workers' compensation program. This contract is not exceed \$250,000.00.	FY 23: 67,000.00 FY 24: \$170,000.00	FY 23: \$39,200.08 FY 24: \$5,105.53	Base Year: 6/07/2023 - 6/06/2024 Option year 1: 6/07/2024 - 6/06/2025	Exempt from Competition	Jennifer Arnic	FY 23 services were completed. Current services are ongoing.	BG0
Mitchell International	Continuation of funding for pharmacy/ DME services for injured workers. This contract is not to exceed \$650,000.00.	FY 23: \$650,000.00	FY 23: \$132,722.30	Option year 4: 6/13/2022 - 6/12/2023	Yes	Jennifer Arnic	Services were completed. This contract ended in June 2023. OCP awarded a new contract in June 2023 to continue services uninterrupted.	BG0
Mitchell International	New contract for pharmacy/ DME services for injured workers. This contract is not to exceed \$650,000.00.	FY 23: \$150,000.00 FY 24: \$450,000.00	FY 23: \$52,161.54 FY 24: \$13,205.38	Base Year: 6/13/2023 - 6/12/2024 Option year 1: 6/13/2024 - 6/12/2025	Exempt from Competition	Jennifer Arnic	FY 23 services were completed. Current services are ongoing.	BG0
Origami Risk LLC	Funding for the continuation of service, licenses, system development, maintenance, CMS filing, interface, and support hours of the Enterprise Risk Management System known as ERisk for the remainder of option year 2. The contract cannot exceed \$950,000.00	FY 23: \$30,137.50	FY 23: \$22,968.75	Option year 4: 2/16/2022 - 2/15/2023	Yes	Sam Yeung	Prior fiscal year services were completed. Current services are ongoing. This is the final contract term. ORM is working with OCP for a new contract.	RK0/BG0

**Office of Risk Management  
Contracts**

Contractor/ Vendor Name	Nature of Contract, Including End Product/Service	Dollar Amount of Contract - Budgeted	Dollar Amount of Contract - Actually Spent	Term of Contract	Competitively Bid (Yes / No)	Contract Monitor	Results of Monitoring Activity	Funding Source
Origami Risk LLC	New contract for the continuation of service, licenses, system development, maintenance, CMS filing, interface, and support hours of the Enterprise Risk Management System (ERisk)	FY 23: \$589,000.00 FY 24: \$580,000.00	FY 23: \$589,000.00 FY 24: \$0	Base Year: 2/15/2023 - 2/14/2024 Option year 1: 6/13/2024 - 6/12/2025	Exempt from Competition	Sam Yeung	FY 23 services were completed. Current services are ongoing.	RK0/BG0
Origami Risk LLC	Development, customization, implementation, migration and license fees - ERisk licenses for MPD/FEMS	FY23: \$128,555.00	FY23: \$128,225.00	2/02/2023 - 9/30/2023	Exempt from Competition	Sam Yeung	FY 23 services were completed. Current licensing costs are incorporated into the current agreement with Origami.	BG0
Pitney Bowes	For postage meter rental/maintenance service for Pitney Bowes DL200 Letter Opener and Pitney Bowes SendPro P1500 postage machine.	FY 23: \$2,828.00 FY 24: \$2,340.32	FY 23: \$2,828.00 FY 24: \$0	FY 23: 10/1/2022 - 9/30/2023 FY 24: 10/1/2023 - 9/30/2024	Yes	Valerie Evans	Prior fiscal year services were completed. Current services are ongoing. Invoices are billed quarterly.	BG0
PRM Consulting, Inc.	Continuation of actuarial services and study of the District of Columbia Public Sector Workers Compensation Program (PSWCP) and the Tort Liability Program in accordance with Governmental Accounting Standards Board Statement No. 10, and its amended Statement No. 30.	FY 23: \$70,000.00 FY 24: \$70,000.00	FY 23: \$70,000.00 FY 24: \$68,600.00	Option year 1: 10/12/2022 - 10/11/2023 Option Year 2: 10/12/2023 - 10/11/2024	Yes	Tammy Hagin	Prior fiscal year services were completed. Current services are ongoing.	BG0/RK0
Public Performance Management	Annual subscriptions for 65 licenses for Adobe Acrobat Pro - DC Enterprise	\$5,318.30	\$5,318.30	7/11/2023 - 7/12/24	Exempt from Competition	Sam Yeung	Services are ongoing. ORM intends to renew term for continuation of services.	RK0
RCM&D	<ul style="list-style-type: none"> <li>Support materials for meetings with potential insurance carriers</li> <li>Review of insurance template for District contracts</li> <li>Counsel and quotes on possible special insurance policies for the District</li> <li>Marketing, acquisition, and servicing of insurance policies</li> <li>Captive Management Services regarding medical malpractice coverage</li> </ul>	Insurance Policies: as insurance market dictates, limited to Captive Insurance Agency budget and receipt of monies from other agencies via MOUs  Brokerage Fees: not to exceed \$950,000	\$9,563,041  (Includes premium payments to insurance carriers)	Base Year: 03/13/22 - 03/12/23; Option Year 1: 03/13/23 - 03/12/24	Yes	Robert Preston	The selection of competent broker and maintaining a long-term relationship ultimately result in better premiums for the District government / taxpayers	RJ0
RELX Inc.	Service agreement for the continuation of LexisNexis Advance online legal/research services for legal staff.	FY 23: \$4,404.00 FY 24: \$4,764.00	FY 23: \$4,404.00 FY 24: \$1,191.00	FY 2: 10/1/2022 - 9/30/2023 FY 23: 10/1/2023 - 9/30/2024	Exempt from Competition	Valerie Evans	Prior fiscal year services were completed. Current services are ongoing.	RK0/BG0
Rizeup Technology	Temporary Administrative Assistant The incumbent works the workers' compensation program to perform high-volume and high-level administrative support, data entry, general clerical, and program support duties.	FY 23: \$82,812.82 FY 24: \$82,812.16	FY 23: \$48,796.15 FY 24: 0	Option Year 3: 10/01/2022 - 09/30/2023 Option Year 4: 10/01/2023 - 10/01/2024	Yes	Valerie Evans	FY 23 service were completed. The contract is still active, but agency does not currently have a need to use it. The contract will end 9/30/2024.	BG0
State Risk and Insurance Management Association (STRIMA)	Annual Membership for the State Risk and Insurance Management Association (STRIMA). STRIMA brings together risk and insurance managers of state governments into an organization to promote the advancement of risk management principles and practices in the public sector. The state membership exchanges information, facilitates training opportunities and promotes the highest level of professional and ethical standards.	FY 23: \$400.00 FY 24: \$500.00	FY 23: \$400.00 FY 24: \$500.00	FY 23: 2/15/2023 - 2/14/2024 FY 24: 2/15/2024 - 2/14/2025	Exempt from Competition	Valerie Evans	Prior fiscal year services were completed. Current services are ongoing.	RK0
The Claro Group	Forensic accounting services required for real property loss at DPW's waste transfer station on Benning Road NE	Forensic Accounting Services: not to exceed \$950,000	\$8,701	Option Year 1: 10/01/22 - 09/30/23	Yes	Jane Waters	Reviewing time charged based on activity performed results in accurate billing. Contracted ended with closing of claim in January 2023.	RJ0
TransUnion Risk and Alternative	Funding for continuation of TransUnion's TLOxp skip tracing, investigative research and risk management online search.	FY 23: \$5,100.00 24: \$5,100.00	FY 23: \$5,100.00 FY 24: \$660.00	FY 23: 10/1/2022 - 9/30/2023 FY 24: 10/1/2023 - 9/30/2024	Exempt from Competition	Sam Yeung	Prior fiscal year services were completed. Current services are ongoing.	BG0
Walton and Green Consultants	Temporary contract for up to two General Clerk II. The contract is used on an as needed basis.	FY 23: \$111,104.00 FY 24: \$115,072.00	FY 23: \$56,672.00 FY 24: \$0	Option Year 1: 10/01/2022 - 9/30/2023 Option Year 2: 10/01/2023 - 9/30/2024	Yes	Valerie Evans	FY 23 service were completed. The contract is still active, but agency does not currently have a need to use it. The contract will end 9/30/2024.	BG0
West Publishing Corporation	For continuation of Westlaw online legal search for legal staff.	FY 23: \$21,989.16 FY 24: \$25,464.60	FY 23: \$21,898.16 FY 24: \$6,366.15	FY 23: 10/1/2022 - 9/30/2023 FY 24: 10/1/2023 - 9/30/2024	Exempt from Competition	Valerie Evans	Prior fiscal year services were completed. Current services are ongoing.	RK0/BG0



**ATTACHMENT 09**

**OFFICE OF RISK MANAGEMENT  
MEMORANDUM OF UNDERSTANDING (FY 23 and FY 24, to Date )**

No.	Buyer Agency	Seller Agency	Description	FY 23 MOU Amount	FY 24 MOU Amount	Effective Dates
1	DB0	RJ0	Ontario 17 Condo Insurance Endorsement 2023	\$ 995.00		12/13/2022 - 09/30/2023
2	AM0	RJ0	Capital ID Lorraine Whitlock ES Builder's Risk Insurance	\$ 79,780.41		11/04/2022 - 09/30/2023
3	AM0	RJ0	Capital ID Raymond Elementary School Builder's Risk Premium Increase	\$ 6,517.00		12/16/2022 - 09/30/2023
4	AM0	RJ0	Capital ID Smother's Elementary Swing Site Builder's Risk Insurance Extension	\$ 1,513.83		10/27/2022 - 09/30/2023
5	AM0	RJ0	Sharpe Health School Builders' Risk Insurance	\$ 4,402.97		12/21/2022 - 09/30/2023
6	GA0	RJ0	DCIAA NCPCC Track & Field Event Liability Insurance	\$ 11,285.00		01/04/2023 - 01/26/2023
7	AM0	RJ0	Amidon Bowen ES Builder's Risk Insurance	\$ 2,140.34		03/16/2023 - 09/30/2023
8	AM0	RJ0	Brown Education Campus Builder's Risk Insurance	\$ 206,417.00		03/07/2023 - 09/30/2023
9	AM0	RJ0	DC Infrastructure Academy at Spingarn HS Builder's Risk Insurance	\$ 88,806.23		03/20/2023 - 09/30/2023
10	GA0	RJ0	Student Accident Insurance for DCPS Students' scuba certification (April)	\$ 500.00		03/21/2023 - 03/24/2023
11	KA0	RJ0	Special Events Insurance Policy for Open Streets	\$ 9,835.00		05/16/2023 - 09/30/23
12	EB0	RJ0	Walter Reed Garage Insurance	\$ 29,869.50		06/06/2023 - 09/30/2023
13	AM0	RJ0	St. Elizabeth's Cedar Hill Builder's Risk Premium Increase	\$ 226,624.00		06/01/2023 - 09/30/2023
14	AM0	RJ0	Truesdell ES Builder's Risk Insurance	\$ 143,205.58		06/12/2023 - 09/30/2023
15	AM0	RJ0	Advanced Technical Center Builder's Risk	\$ 3,279.50		06/16/2023 - 09/30/2023
16	JA0	RJ0	Harbor Light Liability Insurance	\$ 170,564.40		06/23/2023 - 09/30/2023
17	GA0	RJ0	Student Accident Insurance for DCPS Students' scuba certification (June)	\$ 700.00		06/05/2023 - 09/30/2023
18	DB0	RJ0	Ontario 17 Condo Insurance	\$ 1,813.00		07/21/2023 - 09/30/2023
19	GA0	RJ0	Student Accident & CAT Accident Insurance Policies	\$ 46,337.00		07/27/2023 - 09/30/2023
20	AM0	RJ0	OSSE Bus Depot Builder's Risk Extension	\$ 10,087.87		08/02/2023 - 09/30/2023
21	AM0	RJ0	Lorraine Whitlock (formerly Aiton) ES Builder's Risk Premium Increase	\$ 26,406.00		05/12/2023 - 09/30/2023
22	KA0	RJ0	Drone Liability and Physical Damage Insurance	\$ 9,692.00		08/14/23 - 09/30/2023
23	AM0	RJ0	Stead Park Rec Center Builder's Risk Insurance Extension	\$ 2,857.43		06/21/2023 - 09/30/2023
24	AM0	RJ0	Oyster Adams Education Campus Builder's Risk Insurance	\$ 110,895.29		08/17/2023 - 09/30/2023
25	AM0	RJ0	Alice Deal MS Builder's Risk Insurance		\$ 15,213.42	11/03/2023 - 09/30/2024
26	AM0	RJ0	Bunker Hill ES Builder's Risk Insurance		\$ 1,676.89	11/06/2023 - 09/30/2024
27	AM0	RJ0	Advanced Technical Center Builder's Risk Extension		\$ 2,648.84	11/13/2023 - 09/30/2024
28	AM0	RJ0	Joy Evans Therapeutic Builder's Risk Extension		\$ 14,770.47	11/30/2023 - 09/30/2024
29	GA0	RJ0	DCPS EMT Program Professional Liability Insurance		\$ 12,190.00	11/06/2023 - 09/30/2024
30	FA0	RJ0	Helicopters Liability and Physical Damage Insurance		\$ 49,806.00	11/15/2023 - 09/30/2024
31	CR0	RK0	DLCP - ORM MOU - ERisk User Access	\$ 2,250.00		10/01/2023 - 9/30/2024
32	FA0	RK0	MOU For ERisk - MPD	\$ 84,780.00		10/01/2023 - 9/30/2024
33	FBO	RK0	MOU For ERisk - FEMS	\$ 69,780.00		10/01/2022 - 9/30/2023
34	BGO	CBO	OAG Legal Services	\$ 275,000.00		10/01/2022 - 9/30/2023
35	RK0	AA0	EOM Support Services	\$ 6,000.00		10/01/2022 - 9/30/2023
36	RK0	BE0	Executive leadership Training		\$ 12,791.10	10/01/2023 - 9/30/2024
37	RK0	BE0	Employment Compliance Services		\$ 2,711.56	10/01/2023 - 9/30/2024
38	RK0	CBO	OAG Legal Services		\$ 213,356.00	10/01/2023 - 9/30/2024
39	RK0	AA0	EOM Support Services		\$ 6,000.00	10/01/2023 - 9/30/2024
			<b>Total</b>	<b>\$ 1,632,334.35</b>	<b>\$ 331,164.28</b>	

**1. Ontario 17 Condo Insurance Endorsement 2023**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *Department of Housing and Community Development* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency is acquiring an Affordable Dwelling Unit (ADU) condominium (Ontario 17) located at 2550 17<sup>th</sup> Street, NW, Unit #405, Washington, DC 20020 (the “Condo”). The insurance requirements in the Condominium Association Bylaws (Bylaws, Section 7.5, pages 23-26) require the Buyer to obtain HO-6 Condominium Unit Owner’s Policy, which is also required under DC Law. (D.C. Code § 42-1903.10).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the insurance policy for the Condo.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$995.00 (NINE HUNDRED, NINETY-FIVE, AND 00/100) in advance to the Seller Agency for the actual cost of procuring the condo insurance policy.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$995.00 (NINE HUNDRED, NINETY-FIVE, AND 00/100) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Condo documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be

amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

Gene Bulmash

Inclusionary Zoning Program Manager

District of Columbia Department of Housing and Community Development

800 Martin Luther King Jr. Avenue SE, Washington, D.C. 20020  
202-442-7165  
Sulma.Khalid@dc.gov

Seller Agency

Jane Waters  
Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
Jane.waters@dc.gov  
202-724-2265

**XIII. RESOLUTION OF DISPUTES**


All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

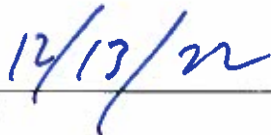
**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**DEPARTMENT OF GENERAL SEERVICES**

  
\_\_\_\_\_  
Drew Hubbard  
Interim Director

  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

12/12/22  
\_\_\_\_\_  
Date

**2. Capital ID Lorraine Whitlock ES Builder's Risk Insurance**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from October 26, 2022 to October 24, 2024 for modernization of the Lorraine H. Whitlock Elementary School (**formerly Aiton ES**), located at 533 48<sup>th</sup> PL NE, Washington, D.C. 20019 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy extension for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$79,780.41 in advance to the Seller Agency for the actual cost of procuring the policy extension.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$79,780.41 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

George Lewis

Chief of Contracts and Procurement

Department of General Services

2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor, Washington, DC 20009

George.Lewis@dc.gov

202-727-2800

Seller Agency

Jane Waters

Insurance Program Administrator

Captive Insurance Agency

441 Fourth Street, NW, Suite 800S, Washington, DC 20001

Jane.Waters@dc.gov

202-724-2265

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SEERVICES**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*

Key: d5316e35f9e6e7d8b1f579d799a1ce17

\_\_\_\_\_  
Keith A. Anderson  
Director

11/04/2022

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
/yeung

\_\_\_\_\_  
Jed Ross  
Director

11/03/2022

\_\_\_\_\_  
Date

**3. Capital ID Raymond Elementary School Builder's Risk Premium**  
**Increase**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The cost of the Raymond Elementary School modernization (the “Project”) has increased since start of construction from \$57,873,482 to \$62,000,000. The increase in Project cost increases the premium for the builders’ risk insurance policy for the Project by \$6,517,00. As a result, the Buyer Agency needs to transfer funds in the amount of \$6,517.00 to the Seller Agency to cover the increased insurance premium cost for the Project.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$6,517.00 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$6,517.00 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.

B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

George Lewis

Associate Director, Contracts and procurement Chief Procurement Officer

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC

George.lewis@dc.gov

202- 727-2800



Seller Agency  
Jane Waters  
Insurance Program Administrator  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
Jane.waters@dc.gov  
202-724-2265

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: ffacf4a55007e0476c19e384e903f155d

12/16/2022

\_\_\_\_\_  
Keith A. Anderson  
Director

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
/young

12/12/22

\_\_\_\_\_  
JED ROSS  
Director

\_\_\_\_\_  
Date

**4. Capital ID Smother's Elementary Swing Site Builder's Risk Insurance**  
**Extension**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency needs to extend the term of the builder’s risk insurance policy for the construction of the Smothers Elementary School swing space at Kenilworth Elementary School, including elevator installation, and construction of new load bearing building as an addition to the existing building (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy extension for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$1,513.83 in advance to the Seller Agency for the actual cost of procuring the policy extension.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$1,513.83 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
George Lewis  
Associate Director, Contracts and procurement Chief Procurement Officer  
2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC *[address]*  
George.lewis@dc.gov

Seller Agency  
Jane Waters  
Insurance Program Administrator  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
Jane.waters@dc.gov  
202-724-2265

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SEERVICES**



eSigned via SeamlessDocs.com  
Key: 52851c846cad7e93b37c23c08992b130

\_\_\_\_\_  
Keith A. Anderson  
Director

Date

\_\_\_\_\_  
10/27/2022

**CAPTIVE INSURANCE AGENCY**



/young

\_\_\_\_\_  
JED ROSS  
Director

Date

\_\_\_\_\_  
10/25/22

**5. Sharpe Health School Builders' Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from December 22, 2022, to September 15, 2023, for classroom expansion at Sharpe Health School, located at 4300 13<sup>th</sup> Street NW, Washington, D.C. 20011 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$4,402.97 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**



The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$4,402.97 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

George Lewis  
Associate Director, Contracts and procurement Chief Procurement Officer  
2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC [address]  
George.lewis@dc.gov  
202- 727-2800

Seller Agency

Jane Waters  
Insurance Program Administrator  
401 Fourth Street, NW, S.800S, Washington, DC 20001

Jane.waters@dc.gov  
202-724-2265

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

Signed via SeamlessDocs.com  
*Danielle Meadors*  
Key: 3c7e477d159b2bd7e3904e0c7fca1

12/22/2022

\_\_\_\_\_  
Keith A. Anderson  
Director

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
/yeng

12/20/22

\_\_\_\_\_  
JED ROSS  
Director

\_\_\_\_\_  
Date

**6. DCIAA NCPCC Track & Field Event Liability Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *District of Columbia Public Schools* (“DCPS”) and the *Captive Insurance Agency* (“Captive”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

Pursuant to the terms of this MOU, DCPS will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a special events policy of insurance (“the Policy”) with a term from December 21, 2022, through January 26, 2023, to cover track and field events at the Prince Georges Sports and Learning Complex, 8001 Sheriff Road, Landover Maryland 20786. The events will be held on December 21, 2022, and January 4, 11, 18, and 26, 2023.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF THE CAPTIVE**

Procure the Policy for the special events described in Article I.

**B. RESPONSIBILITIES OF DCPS**

Reimburse the Captive \$11,285.00 for the actual cost of the Policy.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through January 26, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$11,285.00 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

#### **VIII. COMPLIANCE WITH LAW**

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

#### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

#### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

#### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

#### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

**Peggy Branch McCaskill**

**Program Coordinator**

**DCPS-DCIAA Athletic Department**

**1200 First Street NE, Washington, DC 20002**

**(202) 727-7218**

Seller Agency

**Jane Waters**

**Insurance Program Administrator  
Captive Insurance Agency  
441 4<sup>th</sup> Street, NW, Suite 800S  
Washington, DC 20001  
(202) 724-2265**

**XIII. RESOLUTION OF DISPUTES**

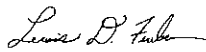
All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

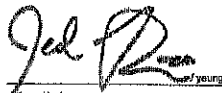
**IN WITNESS WHEREOF**, the Parties have executed this MOU as follows:

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
**Chancellor Lewis D. Ferebee, ED. D**

1/4/2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
**Jed Ross**  
**Director**

11/18/2022  
\_\_\_\_\_  
Date



**7. Amidon Bowen ES Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from February 21, 2023, to October 13, 2023, for a new stand-alone Child Development Center connected to Amidon-Bowen Elementary School, located at 401 I Street SW, Washington, D.C. 20024 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$2,140.34 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$2,140.34 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

### **VIII. COMPLIANCE WITH LAW**

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

### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

George Lewis

Associate Director, Contracts and procurement Chief Procurement Officer

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC

George.lewis@dc.gov

202- 727-2800

Seller Agency

Robert Preston

Interim Insurance Program Administrator

401 Fourth Street, NW, S.800S, Washington, DC 20001

Robert.Preston@dc.gov  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**


All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: b1 d2f011-cf7a-45eb-93ab-84d7697d2464  
\_\_\_\_\_  
Keith A. Anderson  
Director

03-16-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
JED ROSS  
Director

2/23/2023  
\_\_\_\_\_  
Date

**8. Brown Education Campus Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from March 1, 2023, to July 15, 2025, for the modernization of Browne Education Campus, located at 850 26th Street NE, Washington, D.C. 20002 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$206,417.00 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$206,417.00 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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



### **VIII. COMPLIANCE WITH LAW**

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

### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

George Lewis

Associate Director, Contracts and procurement Chief Procurement Officer

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC

George.lewis@dc.gov

202- 727-2800

Seller Agency

Robert Preston

Interim Insurance Program Administrator

401 Fourth Street, NW, S.800S, Washington, DC 20001

Robert.Preston@dc.gov  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*

\_\_\_\_\_  
Keith A. Anderson  
Director

03-07-2023

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
\_\_\_\_\_  
/yeung

JED ROSS  
Director

3/2/2023

\_\_\_\_\_  
Date

**9. DC Infrastructure Academy at Spingarn HS Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from March 20, 2023, to August 26, 2024, for renovation and modernization to house the DC Infrastructure Academy at Spingarn High School, located at 2500 Benning Road NE, Washington, D.C. 20002 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$88,806.23 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$88,806.23 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

#### **VIII. COMPLIANCE WITH LAW**

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

#### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

#### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

#### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

#### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

George Lewis

Associate Director, Contracts and procurement Chief Procurement Officer

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC

George.lewis@dc.gov

202- 727-2800

Seller Agency

Robert Preston

Interim Insurance Program Administrator  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
Robert.Preston@dc.gov  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

ADigrowd via SeallessDocs.com  
*Keith A. Anderson*

\_\_\_\_\_  
Keith A. Anderson  
Director

03-20-2023

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*

\_\_\_\_\_  
JED ROSS  
Director

3/17/2023

\_\_\_\_\_  
Date

**10. Student Accident Insurance for DCPS Students' scuba certification**  
**(April)**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *District of Columbia Public Schools* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency is acquiring Student Accident Coverage for ten (10) students participating in the PADI Open Water Dive Certification in Key Largo, Florida.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the insurance policy for the students.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$500.00 (FIVE HUNDRED, AND 00/100) in advance to the Seller Agency for the actual cost of procuring Student Accident Coverage for ten (10) students participating in the PADI Open Water Dive Certification in Key Largo, Florida.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$500.00 (FIVE HUNDRED, AND 00/100) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Condo documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Conchita Hudson Hall  
Deputy Chief, Compliance  
District of Columbia Public Schools  
1200 First Street, NE, Washington, DC 20002

202-719-6539  
[conchita.hudson-hall@k12.dc.gov](mailto:conchita.hudson-hall@k12.dc.gov)

Seller Agency  
Robert Preston  
Interim Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov)  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**

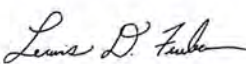
All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Lewis D. Ferebee, Ed. D.  
Chancellor

3-21-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

3/24/2023  
\_\_\_\_\_  
Date

**11. Special Events Insurance Policy for Open Streets**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department of Transportation (“Buyer Agency”) and the Captive Insurance Agency (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k); D.C. Official Code § 50-921.20(c)

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency will provide funds to the Seller Agency to reimburse the Seller Agency for the cost it incurs for the procurement of a special events insurance policy (the "Policy") covering two community events to take place on June 4, 2023, along 12<sup>th</sup> Street NE, and on October 7, 2023, along Georgia Avenue NW (the "Open Streets DC Events").

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the insurance policy for Garage.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Reimburse Seller Agency NINE THOUSAND, EIGHT HUNDRED, THIRTY-FIVE AND 00/100 DOLLARS (\$9,835.00).

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed NINE THOUSAND, EIGHT HUNDRED, THIRTY-FIVE AND 00/100 DOLLARS (\$9,835.00) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Anna Chamberlin  
Associate Director of Planning and Sustainability Division  
District Department of Transportation,  
250 M Street SE, Washington, DC 20003  
[anna.chamberlin@dc.gov](mailto:anna.chamberlin@dc.gov)  
202-671-2218



Seller Agency  
Robert Preston  
Interim Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street NW, S.800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov)  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION**



Everett Lott  
Director

5/15/2023

Date

**CAPTIVE INSURANCE AGENCY**



Jed Ross  
Chief Risk Officer and Director

5/16/2023

Date

**12. Walter Reed Garage Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OFFICE OF DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *Office of Deputy Mayor for Planning and Economic Development* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency has acquired, on behalf of the District of Columbia, a portion, comprising levels 4 and 5, of the parking garage (“Garage”) located at 7185 13th Place, NW, Washington, DC 29912, on the Children’s National Research & Innovation Campus on the former Walter Reed Army Medical Center campus. Children’s National at Walter Reed, LLC (“CNWR”) owns the remaining portion of the Garage. Buyer Agency and CNWR agreed to obtain a single policy of insurance (“Policy”) for the Garage, with each of Buyer Agency and CNWR paying fifty percent (50%) of the costs of the policy. Pursuant to the terms of this MOU, Buyer Agency will provide funds to the Seller Agency to reimburse the Seller Agency fifty percent (50%) of the cost it incurs for the procurement of the Policy of insurance covering the Garage. CNWR will be billed directly by RCM&D for its fifty percent (50%) portion of the costs of the Policy.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the insurance policy for Garage.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Reimburse Seller Agency TWENTY-NINE THOUSAND, EIGHT HUNDRED, SIXTY-NINE AND 50/100 DOLLARS (\$29,869.50). This amount represents the District's fifty percent (50%) contribution to the total premium cost for the Policy for the period beginning May 16, 2023, and ending May 15, 2024. Responsibility for payment of the other fifty percent (50%) of the total premium cost will be borne by CNWR.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed TWENTY-NINE THOUSAND, EIGHT HUNDRED, SIXTY-NINE AND 50/100 DOLLARS (\$29,869.50) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Walter Reed Local Development Authority  
Office of the Deputy Mayor for Planning and  
Economic Development  
[randall.clarke@dc.gov](mailto:randall.clarke@dc.gov)  
[dmpednotice@dc.gov](mailto:dmpednotice@dc.gov)

### Seller Agency

Robert Preston  
Interim Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov)  
202-727-4215

## **XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

## **XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**SIGNATURES ON NEXT PAGE**

**OFFICE OF DEPUTY MAYOR OF PLANNING AND ECONOMIC DEVELOPMENT**



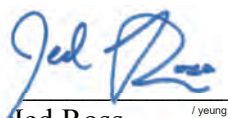
Keith A. Anderson

Keith Anderson,  
Interim Deputy Mayor of  
Planning and Economic Development

6/6/23

Date

**CAPTIVE INSURANCE AGENCY**



Jed Ross

Jed Ross  
Chief Risk Officer and Director

5/9/2023

Date

**13. St. Elizabeth's Cedar Hill Builder's Risk Premium Increase**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *Department of General Services* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs to increase builders’ risk policy coverage of insurance (the “Policy”) for construction of a sixth floor at the Cedar Hill Regional Medical Center at St. Elizabeths East (“Project”).

The increase in Project hard cost and associated soft costs increases the premium for the builders’ risk insurance policy for the Project by \$226,624.00. As a result, the Buyer Agency needs to transfer funds in the amount of \$226,624.00 to the Seller Agency to cover the increased insurance premium cost for the Project.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$226,624.00 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$226,624.00 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Osei O. Headley  
Department of General Services  
2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009  
[osei.headley@dc.gov](mailto:osei.headley@dc.gov) 202-580-9361

Seller Agency

Robert Preston

Interim Insurance Program Administrator, Office of Risk Management

401 Fourth Street, NW, S.800S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: a4eb272-4431-40a0-8fd4-8e25ddeb4b0  
\_\_\_\_\_  
Delano Hunter  
Acting Director

06-01-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Director and Chief Risk Officer

5/23/2023  
\_\_\_\_\_  
Date

**14. Truesdell ES Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a Builder’s Risk policy of insurance (the “Policy”) with a term from June 26, 2023, to August 15, 2025, for modernization and new construction at Truesdell Elementary School, located at 800 Ingraham Street NW, Washington, D.C. 20001 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$143,205.58 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$143,205.58 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202--727-2800

### Seller Agency

Robert Preston

Interim Insurance Program Administrator, Office of Risk Management

401 Fourth Street, NW, S.800S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215



**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

Signed via SeamlessDocs.com  
  
Key: 82203874-218a-4f6c-bd6b-ce8f1884f0ac  
\_\_\_\_\_  
Delano Hunter  
Acting Director

06-12-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Director and Chief Risk Officer

6/9/2023  
\_\_\_\_\_  
Date

**15. Advanced Technical Center Builder's Risk**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a Builder’s Risk policy of insurance (the “Policy”) with a term from June 1, 2023, to November 30, 2023, for renovation at Advanced Technical Center, located at 1309 3<sup>rd</sup> Street NE, Washington, D.C. 20002 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$3,279.50 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$3,279.50 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

### **VIII. COMPLIANCE WITH LAW**

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

### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202--727-2800

Seller Agency

Robert Preston

Interim Insurance Program Administrator, Office of Risk Management

401 Fourth Street, NW, S.800S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: ff5ed044-5917-41dd-aa49-80539c490bca  
\_\_\_\_\_  
Delano Hunter  
Acting Director

06-16-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross / yeung  
Director and Chief Risk Officer

6/14/2023  
\_\_\_\_\_  
Date

**16. Harbor Light Liability Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN SERVICES  
AND  
OFFICE OF RISK MANAGEMENT  
FOR  
FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia (District) Department of Human Services (DHS) (Buyer Agency) and the Office of Risk Management (ORM) (Seller Agency), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

This MOU sets forth the terms and conditions under which DHS shall transfer funding in an amount not to exceed **one hundred seventy thousand five hundred sixty-four dollars and forty cents (\$170,564.40)** to ORM for costs associated with general liability insurance (Policy) for the opening of the Office of Migrant Services (OMS) Harbor Light welcome center.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. ORM shall procure the Policy necessary for Harbor Light’s operations.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. DHS shall provide the Seller Agency funding in an amount not to exceed **one hundred seventy thousand five hundred sixty-four dollars and forty cents (\$170,564.40)** in order for the Seller Agency to procure a Policy for OMS Harbor Light welcome center operations.



**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **one hundred seventy thousand five hundred sixty-four dollars and forty cents (\$170,564.40)** for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Tatiana Laborde

Program Manager, Office of Migrant Services, Family Services Administration

D.C. Department of Human Services

64 New York Avenue NE, 6<sup>th</sup> Floor, Washington, DC 20002

Mobile: 202-702-5269

[Tatiana.Laborde@dc.gov](mailto:Tatiana.Laborde@dc.gov)

Seller Agency  
Robert Preston  
Interim Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
robert.preston@dc.gov  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**


All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF HUMAN SERVICES**

  
\_\_\_\_\_  
Rachel Pierre  
Interim Director

5/23/2023  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

5/18/2023  
Date

**17. Student Accident Insurance for DCPS Students' scuba certification**  
**(June)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
DISTRICT OF COLUMBIA OFFICE OF RISK  
MANAGEMENT  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *District of Columbia Public Schools* (“Buyer Agency”) and the District of Columbia Office of Risk Management (ORM) (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency requires Student Accident Coverage for fourteen (14) students participating in the PADI Open Water Dive Certification in Key Largo, Florida. The Seller agency is purchasing the insurance on behalf of the Buyer agency from Captive Insurance Agency.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the insurance policy for the students.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$700.00 (SEVEN HUNDRED, AND 00/100) in advance to the Seller Agency for the actual cost of procuring the Student Accident Coverage.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$700.00 (SEVEN HUNDRED, AND 00/100) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Buyer Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, the Student Accident Coverage documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Conchita Hudson Hall  
Deputy Chief, Compliance  
District of Columbia Public Schools  
1200 First Street, NE, Washington, DC 20002  
202-719-6539

[conchita.hudson-hall@k12.dc.gov](mailto:conchita.hudson-hall@k12.dc.gov)

Seller Agency

Robert Preston

Interim Insurance Program Administrator

Office of Risk Management

401 Fourth Street, NW, S.800S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov)

202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

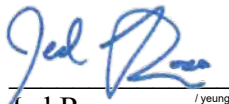


\_\_\_\_\_  
Lewis D. Ferebee, Ed. D.  
Chancellor

6-5-2023

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**



\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

5/16/2023

\_\_\_\_\_  
Date



**18. Ontario 17 Condo Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *Department of Housing and Community Development* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency is in need of condominium insurance for a condominium at 2550 17<sup>th</sup> Street, NW, Unit #405, Washington, DC 20020 (the “Condo”). The insurance requirements in the Condominium Association Bylaws (Bylaws, Section 7.5, pages 23-26) require the Buyer to obtain HO-6 Condominium Unit Owner’s Policy, which is also required under DC Law. (D.C. Code § 42-1903.10).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the insurance policy for the Condo.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$1,813.00 (ONE THOUSAND, EIGHT HUNDRED, THIRTEEN, AND 00/100) in advance to the Seller Agency for the actual cost of procuring the condo insurance policy.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$1,813.00 (ONE THOUSAND, EIGHT HUNDRED, THIRTEEN, AND 00/100) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Condo documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be

amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Gene Bulmash  
Inclusionary Zoning Program Manager  
District of Columbia Department of Housing and Community Development

800 Martin Luther King Jr. Avenue SE, Washington, D.C.  
20020 202-442-7168  
Gene.Bulmash@dc.gov

Seller Agency  
Robert Preston  
Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
robert.preston@dc.gov  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**DEPARTMENT OF GENERAL SEERVICES**

  
\_\_\_\_\_  
Colleen Green  
Director

Date 7/21/23

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

7/12/2023  
Date

**19. Student Accident & CAT Accident Insurance Policies**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
And  
CAPTIVE INSURANCE AGENCY**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered between the District of Columbia Public Schools (“Buyer Agency), and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to reimburse the Captive for the cost it incurs for the procurement of Student Participant Accident Insurance (the “Policies”) with a one-year term from August 1, 2023, to July 31, 2024. The Policies shall have the following coverages: Chubb Student Accident Excess Medical and Catastrophic Coverages.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policies for the DCPS’ student athletes’ excess medical coverage.
2. The Policies shall have the following coverages: Chubb: Student Accident – Excess Medical Coverage – Medical Benefits – deductible \$25,000 – Medical Benefits up to \$5,000,000 and Catastrophic Cash Benefits up to \$500,000 over 10 years; Chubb: Student Accident – Excess Medical Coverage – Medical Benefits – Deductible \$0 – up to \$25,000 per injury.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay FORTY-SIX THOUSAND, THREE HUNDRED, THIRTY-SEVEN, AND 00/100 (\$46,337.00=\$28,011.00 Base + \$18,326.00

Catastrophic) as a reimbursement to the Seller Agency for the actual cost of the premium of the insurance policies.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed FORTY-SIX THOUSAND, THREE HUNDRED, THIRTY-SEVEN, AND 00/100 (\$46,337.00) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§



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

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Peggy Branch-McCaskill

Program Coordinator  
DCPS-DCIAA Athletics Department  
Peggy.Branch-McCaskill@k12.DC.Gov  
202-729-3288

Seller Agency  
Robert Preston  
Insurance Program Administrator,  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
robert.preston@dc.gov  
202-727-4215

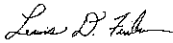
**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

By:   
Dr. Lewis D. Ferebee, Chancellor

Date: 7-27-2023

Captive Insurance Agency

By:   
Jed Ross, Chief Risk Officer

Date: 7/26/2023

**20. OSSE Bus Depot Builder's Risk Extension**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the extension of an existing Builder’s Risk policy of insurance (the “Policy”) due to delays arising from unforeseen conditions. The amended term is from May 1, 2021, to March 11, 2024, relating to renovation of the Office of the State Superintendent of Education’s Division of Transportations new bus terminal located at 1601 W Street, NE, Washington, DC 20018 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$10,087.87 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$10,087.87 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

### **VIII. COMPLIANCE WITH LAW**

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

### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202--727-2800

Seller Agency

Robert Preston

Interim Insurance Program Administrator, Office of Risk Management

441 Fourth Street, NW, 800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Danielle Meadors*  
Key: 9f1bfb8d-117f-4001-9b51-fa2d1acfb9ee  
\_\_\_\_\_  
Delano Hunter  
Acting Director

08-02-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
7 years  
\_\_\_\_\_  
Jed Ross  
Director and Chief Risk Officer

7/28/2023  
\_\_\_\_\_  
Date

**21. Lorraine Whitlock (formerly Aiton) ES Builder's Risk Premium**  
**Increase**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from October 26, 2022, to October 24, 2024, for modernization of the Lorraine H. Whitlock Elementary School (**formerly Aiton ES**), located at 533 48<sup>th</sup> PL NE, Washington, D.C. 20019 (the “Project”).

Based on a final, signed GMP the hard cost for modernization has increased since the start of construction from \$36,019,020 to \$39,889,027. The increase in Project hard cost and associated soft costs increases the premium for the builders’ risk insurance policy for the Project by \$26,406,00. As a result, the Buyer Agency needs to transfer funds in the amount of \$26,406.00 to the Seller Agency to cover the increased insurance premium cost for the Project.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$26,406.00 in advance to the Seller Agency for the actual cost of the increased premium of the builders' risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$26,406.00 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code

§ 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Delano Hunter

Acting Director, Department of General Services  
2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009  
[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202--727-2800

Seller Agency  
Robert Preston  
Interim Insurance Program Administrator, Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: 64397becaf69-4bc3-bf42-0a03937d51bf

Delano Hunter  
Acting Director

05-12-2023

Date

**CAPTIVE INSURANCE AGENCY**

  
/ yeung

Jed Ross  
Director

5/10/2023

Date

## **22. Drone Liability and Physical Damage Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT DEPARTMENT OF TRANSPORTATION  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *District Department of Transportation* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency is in need of insurance for its three (3) drones to cover both physical damage and general liability. The three (3) drones are 2023 Autel Robotics Evo Max 4T, 2023 Skydio S2 Plus, and Skydio X2E Thermal.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

Procure the insurance policy (“Policy”) for the three (3) drones. The Policy will cover physical damage for the drones, ground equipment, and payload (based on the respective insured values) and a liability coverage of up to TEN MILLION AND 00/100 (\$10,000,000.00) each occurrence.

**B. RESPONSIBILITIES OF BUYER AGENCY**

Pay NINE THOUSAND, SIX HUNDRED NINETY-TWO, AND 00/100 (\$9,692.00) in advance to the Seller Agency for the actual cost of procuring the Policy.

**V. DURATION OF THIS MOU**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023. unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed NINE THOUSAND, SIX HUNDRED NINETY-TWO, AND 00/100 (\$9,692.00) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach to the Policy documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Stephanie Dock  
Supervisory Program Analyst  
District Department of Transportation  
250 M Street, SE, 8<sup>th</sup> Floor, Washington, D.C. 20003  
202-671-1371  
[stephanie.dock@dc.gov](mailto:stephanie.dock@dc.gov)



Seller Agency  
Robert Preston  
Insurance Program Administrator  
Office of Risk Management  
401 Fourth Street, NW, S.800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov)  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**


All disputes arising under this MOU shall be referred to the Buyer Agency Deputy Director **and** the Seller Agency Deputy Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**DISTRICT DEPARTMENT OF TRANSPORTATION**

  
\_\_\_\_\_  
Everett Lott  
Director

8/14/2023  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

8/9/2023  
Date

**23. Stead Park Rec Center Builder's Risk Insurance Extension**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will provide funds to the Captive to reimburse the Captive for the cost it incurs for the extension of an existing Builder’s Risk policy of insurance (the “Policy”) due to delays arising from unforeseen conditions. The amended term is from April 1, 2022, to November 1, 2023, for renovation of the existing building and construction of an addition to the Stead Park Recreational facility located at 1625 P Street, NW, Washington, DC 20036 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$2,857.43 in advance to the Seller Agency for the actual cost of the premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$2,857.43 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

### **VIII. COMPLIANCE WITH LAW**

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

### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

### **XII. NOTICES**

The following individuals are the contact points for each Party:

#### Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202--727-2800

#### Seller Agency

Robert Preston

Interim Insurance Program Administrator, Office of Risk Management

401 Fourth Street, NW, S.800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: 6074ef47-4eb3-46b1-a79c-0294e274bbee  
\_\_\_\_\_  
Delano Hunter  
Acting Director

06-21-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
/yeung  
\_\_\_\_\_  
Jed Ross  
Director and Chief Risk Officer

June 15, 2023  
\_\_\_\_\_  
Date

**24. Oyster Adams Education Campus Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will advance funds to the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from September 15, 2023, to August 15, 2025, for modernization of Oyster-Adams Education Campus, located at 2020 19<sup>th</sup> Street NW, Washington, D.C. 20019 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$110,895.29 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**



The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$110,895.29 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202--727-2800

### Seller Agency

Robert Preston

Interim Insurance Program Administrator, Office of Risk Management

401 Fourth Street, NW, S.800S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Delano Hunter*  
Key: 79e7df85-f0c8-4156-aabc-7deaa65d90a7  
\_\_\_\_\_  
Delano Hunter  
Acting Director

08-17-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
Key: 79e7df85-f0c8-4156-aabc-7deaa65d90a7  
\_\_\_\_\_  
Jed Ross  
Director

8/14/2023  
\_\_\_\_\_  
Date

**25. Alice Deal MS Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will advance funds to the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from September 26, 2023, to December 30, 2024, for Bunker Hill Elementary School elevator installation, located at 1401 Michigan Avenue NE, Washington, D.C. 20017 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$1,676.89 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2024 unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$1,676.89 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202-727-2800

### Seller Agency

Robert Preston

Insurance Program Administrator, Office of Risk Management

441 Fourth Street, NW, Suite 800 S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Delano Hunter*  
Key: 3bd0b4fe-0e3a-4577-bf95-689c991e57db  
\_\_\_\_\_  
Delano Hunter  
Acting Director

11-06-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
/yeung  
\_\_\_\_\_  
Jed Ross  
Director

11/2/2023  
\_\_\_\_\_  
Date



**26. Bunker Hill ES Builder's Risk Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will advance funds to the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from September 26, 2023, to December 30, 2024, for Bunker Hill Elementary School elevator installation, located at 1401 Michigan Avenue NE, Washington, D.C. 20017 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$1,676.89 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2024 unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$1,676.89 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202-727-2800

### Seller Agency

Robert Preston

Insurance Program Administrator, Office of Risk Management

441 Fourth Street, NW, Suite 800 S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Delano Hunter*  
Key: 3bd0b4fe-0e3a-4577-bf95-689c991e57db  
\_\_\_\_\_  
Delano Hunter  
Acting Director

11-06-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

*Jed Ross*  
/yeung  
\_\_\_\_\_  
Jed Ross  
Director

11/2/2023  
\_\_\_\_\_  
Date

**27. Advanced Technical Center Builder's Risk Extension**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will advance funds to the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance extending coverage (the “Policy”) with a term from November 30, 2023, to April 25, 2024, for ongoing renovation at Advanced Technical Center, located at 1709 3<sup>rd</sup> Street NE, Washington, D.C. 20002 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$2,648.84 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2024 unless early terminated pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$2,648.84 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### **B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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



## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Delano Hunter

Acting Director, Department of General Services

2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor, Washington, DC 20009

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202-727-2800

### Seller Agency

Robert Preston

Insurance Program Administrator, Office of Risk Management

441 Fourth Street, NW, Suite 800 S, Washington, DC 20001

[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: 27e02a17-e61c-4cb7-8ed7-4aa39ba0d380  
\_\_\_\_\_  
Delano Hunter  
Acting Director

11-13-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
/ yeung  
\_\_\_\_\_  
Jed Ross  
Director

10/31/2023  
\_\_\_\_\_  
Date

**28. Joy Evans Therapeutic Builder's Risk Extension**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

In accordance with the terms of this MOU, the Buyer Agency will advance funds to the Captive for the cost it incurs for the procurement of a builders’ risk policy extension of insurance (the “Policy”) with a term from November 30, 2023, to June 01, 2024 for the Joy Evans Therapeutic Recreation Center at 3030 G Street, S.E., Washington, DC 20019 (the “Project”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Pay the increased cost of the builders’ risk insurance policy for the Project.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Pay \$14,770.47 in advance to the Seller Agency for the actual cost of the increased premium of the builders’ risk insurance policy for the Project.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2024 unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$14,770.47 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after [the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach, to the Project documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

#### **VIII. COMPLIANCE WITH LAW**

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

#### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

#### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

#### **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

#### **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

Delano Hunter

Acting Director, Department of General Services

3924 Minnesota Avenue, NE, Washington, DC 20019

[delano.hunter@dc.gov](mailto:delano.hunter@dc.gov) 202-727-2800

Seller Agency

Robert Preston

Insurance Program Administrator, Office of Risk Management

441 Fourth Street, NW, Suite 800 S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov) 202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director and the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

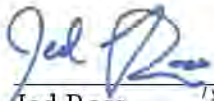
**IN WITNESS WHEREOF**, the Parties have executed this MOU as follows:

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: abd78cec-e983-4d38-8800-edf2e379c52  
\_\_\_\_\_  
Delano Hunter  
Director

11-30-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
/ yeung  
\_\_\_\_\_  
Jed Ross  
Director

11/17/2023  
\_\_\_\_\_  
Date

**29. DCPS EMT Program Professional Liability Insurance**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *District of Columbia Public Schools* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency operates an Emergency Medical Technicians (EMT) certification program, which requires a healthcare professional insurance policy (“Policy”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the Policy for EMT certification program to cover the Government of the District of Columbia, the Buyer Agency, and the participating students. The 12-month Policy includes, at a minimum, the following:
  - \$1M/\$3M Professional Liability
  - \$1M/\$3M General Liability
  - \$1M Sexual Abuse and Molestation Liability
  - \$100K Damage to Rented Premises
  - \$5K Medical Expense
  - There is no deductible
  - American Medical Response Mid Atlantic Inc. (AMR) is scheduled as an Additional Insured via endorsement.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Reimburse Seller Agency TWELVE THOUSAND, ONE HUNDRED, NINETY AND 00/100 DOLLARS (\$12,190.00).

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed TWELVE THOUSAND, ONE HUNDRED, NINETY AND 00/100 DOLLARS (\$12,190.00) for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-

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

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Conchita Hudson-Hall  
Deputy Chief, Compliance Innovation and Systems Improvement  
Office of the Chief Operating Officer  
District of Columbia Public Schools  
1200 First Street, NE, Washington, DC 20002  
[conchita.hudson-hall@k12.dc.gov](mailto:conchita.hudson-hall@k12.dc.gov)  
202-719-6539

Seller Agency  
Robert Preston  
Insurance Program Administrator  
DC Office of Risk Management  
441 Fourth Street, NW, 800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov)  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**


All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Dr. Lewis D. Ferebee, Chancellor

11-6-2023  
\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer and Director

10/17/2023  
\_\_\_\_\_  
Date

### **30. Helicopters Liability and Physical Damage Insurance**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
METROPOLITAN POLICE DEPARTMENT  
AND  
CAPTIVE INSURANCE AGENCY  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *Metropolitan Police Department* (“Buyer Agency”) and the *Captive Insurance Agency* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency operates two helicopters (2001 Eurocopter - N991DC and 2005 Eurocopter - N911AS) for which the Buyer Agency would like to purchase an aviation insurance policy (“Policy”). The Policy covers both liability and physical damage.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Procure the Policy for MPD’s two helicopters to cover the Government of the District of Columbia, the Buyer Agency, and the helicopters. The 12-month Policy includes, at a minimum, the following:
  - \$10M Liability (each occurrence)
  - \$250,000 Hangar Contents (each occurrence)
  - \$50,000 Temporary Replacement and Spare Parts (each occurrence)
  - Physical damage to the helicopters, respective of each helicopter’s value

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Reimburse Seller Agency FORTY-NINE THOUSAND, EIGHT HUNDRED, SIX AND 00/100 DOLLARS (\$49,806.00).

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed FORTY-NINE THOUSAND, EIGHT HUNDRED, SIX AND 00/100 DOLLARS (\$49,806.00) for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

**B. PAYMENT**

1. Within ten (10) days after the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Seller Agency for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs, the Seller Agency shall attach documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-

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

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving ten (10) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:



Buyer Agency  
Leeann Turner  
Chief Administrative Officer  
Metropolitan Police Department  
441 Fourth Street, NW, 7<sup>th</sup> Floor  
Washington, DC 20001  
[leeann.turner@dc.gov](mailto:leeann.turner@dc.gov)  
202-727-0177

Seller Agency  
Robert Preston  
Insurance Program Administrator  
Office of Risk Management  
441 Fourth Street, NW, 800S, Washington, DC 20001  
[robert.preston@dc.gov](mailto:robert.preston@dc.gov)  
202-727-4215

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Buyer Agency Assistant Director **and** the Seller Agency Assistant Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of Buyer Agency and Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**METROPOLITAN POLICE DEPARTMENT**



\_\_\_\_\_  
Pamela Smith  
Chief of Police

11/15/23

\_\_\_\_\_  
Date

**CAPTIVE INSURANCE AGENCY**



\_\_\_\_\_  
Jed Ross / yeung  
Chief Risk Officer and Director

10/27/2023

\_\_\_\_\_  
Date

**31. DLCP - ORM MOU - ERisk User Access**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION  
AND  
OFFICE OF RISK MANAGEMENT  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the *Department of Licensing and Consumer Protection* (“Buyer Agency”) and the *Office of Risk Management* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

Seller Agency to provide continued ERisk access, functionality, user licenses and support to Buyer Agency to manage Legal Matters in ERisk.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. Provide user access to ERisk.
  - a. Nine (9) medium user licenses that provide: 1) log-in access through a username and password verification process, 2) permissions to edit data, 3) dashboards, and 4) pre-configured reports.
  - b. Create ERisk user accounts.
2. Capability to manage Legal Matters in ERisk.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. Define specific ERisk users, user roles, and level of access within ERisk for each role.
  - a. Notify ORM of changes to user access.

2. Define circumstances that trigger automated email notifications to be sent to designated individuals/roles, even if designated individuals are not ERisk users.
3. Identify specific individuals designated to receive automated email notifications and circumstances necessitating notification.
  - a. Notify ORM of changes to email notification recipients.
4. Provide completed ERisk user forms for all licensed users, including an executed Non-Disclosure Agreement.

## **V. DURATION OF THIS MOU**

### **A. PERIOD**

The period of this MOU shall be from May 18, 2023 (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

### **B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of one (1) of fiscal year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. The Buyer Agency shall provide the Seller Agency with written notice of its intent to exercise an option period of at least sixty (60) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$ 2,250 dollars for the duration of the MOU. The total cost of the goods and/or services is based on the Buyer and Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, based on the actual number of licenses.

### **B. PAYMENT**

1. Within Fifteen (15) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly

charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

#### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. AMENDMENTS**

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

#### **VIII. COMPLIANCE WITH LAW**

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

#### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

#### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- C. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving Sixty (60) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Melanie Konstantopoulos  
Interim General Counsel  
Department of Licensing and Consumer Protection  
1100 4th Street, SW, Washington, DC 20024  
Melanie.Konstantopoulos@dc.gov  
(202) 671-4500

Seller Agency  
Sam Yeung  
Deputy Chief Risk Officer  
Office of Risk Management  
441 4th Street, NW, Suite 800 South, Washington, DC 20001  
Sam.Yeung@dc.gov  
(202) 727-8600

## **XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to Melanie Konstantopoulos and Sam Yeung for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the Department of Licensing and Consumer Protection and the Office of Risk Management for resolution.

## **XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

*Department of Licensing and Consumer Protection*



\_\_\_\_\_  
Shirley Kwan-Hui  
Interim Director

6/22/23

\_\_\_\_\_  
Date

*Office of Risk Management*



\_\_\_\_\_  
Jed Ross  
Director

7/18/2023

\_\_\_\_\_  
Date

**32. MOU For ERisk - MPD**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OFFICE OF RISK MANAGEMENT  
AND  
FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT  
AND  
METROPOLITAN POLICE DEPARTMENT  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between Fire and Emergency Medical Services Department (“FEMS”) and Metropolitan Police Department (“MPD”) (collectively the “Buyer Agency”) and the Office of Risk Management (“ORM” or “Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

Pursuant to the terms of this MOU, ORM will assist in implementing ERisk functionality for the Buyer Agency's workers' compensation claims administration within Buyer Agency's Police and Firefighter's Clinic (“PFC”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

Seller Agency shall:

1. Provide Buyer Agency access to ERisk.
2. Provide MPD 5 ERisk full user licenses and provide FEMS 5 full user licenses to provide ERisk system log-in access to MPD and FEMS full users. These MPD and FEMS users may access ERisk through a username and password verification process and may edit Buyer Agency ERisk incident data.
3. Provide MPD 5 ERisk medium user licenses and provide FEMS 5 ERisk medium user licenses to provide ERisk system log-in access to Buyer Agency's medium users. These users may access ERisk through a

- username and password verification process and have mainly read-only permissions to view Buyer Agency ERisk data.
4. Provide ERisk requirement templates to assist MPD and FEMS in documenting Buyer Agency's business requirements.
  5. After execution of this MOU, Buyer Agency will provide ORM with a detailed requirements document. ORM will implement initial Buyer Agency functionality in ERisk with appropriate access privileges. The ERisk team shall closely coordinate with the Buyer Agency's business Subject Matter Experts ("SMEs") assisting with ERisk system development.
  6. Create ERisk user accounts for Buyer Agency users.
  7. Provide two (2) one (1) hour training sessions to educate and train Buyer Agency SMEs on use of the ERisk system and all Buyer Agency functionality. SMEs will be the project champions within MPD and FEMS and train Buyer Agency team members, in addition to being the first point of support for Buyer Agency employees or providers encountering any ERisk issues.
  8. Provide Buyer Agency user and functionality maintenance and updates, including up to five (5) hours per month of ERisk support time after Go-Live in FY2023.
  9. Migrate historical MPD and FEMS incident data into ERisk to allow for comprehensive tracking and reporting.
  10. Customize ERisk to ensure injury categories are reflected in the online platform, within the existing ERisk incident type structure.
  11. Customize ERisk to ensure required fields must be completed prior to submission of incidents.
  12. Customize ERisk to allow for automated reporting based on pre-determined criteria (e.g. fiscal year, types of incidents, name of injured worker, incident location).
  13. Customize ERisk to allow licensed Buyer Agency users the ability to search/query (e.g. injured worker full name, first name or last name only, agency name).
  14. Customize ERisk to allow the tracking of incident trends using dashboards, and generate management reports.
  15. Customize ERisk to allow supplemental documentation to be uploaded/accompanied with each incident (e.g. Word documents, PDFs and Images).
  16. Customize ERisk to allow automatic email notification with incident summary to Buyer Agency designated individuals/roles.
  17. Customize ERisk to allow Buyer Agency full users the ability to make modification of existing incidents once submitted (e.g. incident categories, incident dates, incident locations, incident times). ERisk shall keep an inventory/log of all modifications.
  18. Customize ERisk to exclude and restrict from view by ORM staff data fields that contain protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C.

§§ 1320d et seq., and the regulations promulgated under HIPAA, including 45 CFR Part 160, 162 and 164) and the D.C. Mental Health Information Act of 1978, effective March 3, 1979 (D.C. Law 2-136; D.C. Official Code §§ 7-1201.01 et seq.). ORM administrative users shall have access to all MPD/FEMS data to maintain the ERisk system. All other ORM users shall only have access to PHI for purposes of investigating claims by or against the District. ORM shall notify MPD or FEMS when accessing PHI as part of an investigation.

19. ORM will have unrestricted access to the following MPD/FEMS incident data fields:
  - a. Date of Incident
  - b. Incident Description
  - c. Incident Location
  - d. Incident Categories
  - e. Fatalities
20. Allow sixty (60) days of product testing with Buyer Agency staff and designees prior to the designated date in which the product will “go-live”.
21. Establish a testing protocol to identify gaps and/or process breakdowns within the incident submission workflow, incident reporting or completion of complex queries.
22. During the sixty (60) day testing phase ORM will provide Buyer Agency access to the ERisk support ticket process to identify problems and for ORM to provide corrective action to remedy problems.
23. Develop a supplemental training video to orient users with a full license on how to modify existing incident reports, run reports, track incident trends, upload documents and export/print PDF file format versions of incident reports.
24. Integrate ERisk with MPD’s PRT system to get additional fields. ORM will use OCTO’s SOA service for the integration.

## **B. RESPONSIBILITIES OF BUYER AGENCY**

Buyer Agency Shall:

1. Document Buyer Agency’s incident reporting business requirements. Buyer Agency business requirements should be finalized as soon as possible so the ORM ERisk team will begin implementation.
2. Provide ORM ERisk team with a comprehensive Buyer Agency requirement document that includes, at minimum:
  - a. Fields to be collected
  - b. Required fields
  - c. Optional fields
  - d. Define Buyer Agency full user and medium user roles, and level of access within ERisk for each role.
  - e. Define access privileges that limit view and/or edit access to specific data fields, including:

- Fields that need to be excluded or restricted from view,
  - Fields that need to be read-only.
- f. Define circumstances that trigger automated email notifications to be sent to designated individuals/roles, even if designated individuals are not MPD/FEMS users.
  - g. Identify specific individuals designated to receive automated email notifications and circumstances necessitating notification.
  - h. Establish an “Incident Follow-up Form” file folders to store various types of documents in ERisk.
  - i. Protected Health Information and/or Personally Identifiable Information fields to be excluded or restricted from view by ORM staff (excluding system administrator) on submitted incidents, and process for ORM to identify incidents when processing incident related claims.
  - j. Buyer Agency reserves the right to update requirements (which includes workflow) during the design phase. In the event such update requirements will increase the total cost of this MOU, the Parties agree to amend this MOU to increase the total costs of this MOU in an amount sufficient to cover the increased costs. In no event shall ORM be obligated to update requirements without a transfer of funds from Buyer Agency to cover any increase in total costs.
3. Participate in meetings with ORM as requested by the ERisk team and provide clarifications on requirements.
  4. Assign a Buyer Agency SME to provide responses to business requirement questions as questions arise during ORM implementation, and lead system training and testing for all Buyer Agency functionality in ERisk. The Buyer Agency SME should be extremely familiar with Buyer Agency business requirements. The intent is for this individual to collect all ERisk testing feedback from Buyer Agency full users and provide feedback to ORM’s ERisk team, which will enable the ERisk team to complete the Buyer Agency implementation in a timely manner.
  5. Assign a Buyer Agency SME who will act as the first point of support for Buyer Agency for any ERisk issues.
  6. Provide all historical data that needs to be uploaded into ERisk to ORM in Comma-Separated Values (“CSV”) file format.
  7. Use the “train-the-trainer” concept to train Buyer Agency full, medium, and portal users on both basic and complex ERisk platform navigation processes.
  8. Provide completed ERisk user forms for Buyer Agency full and medium license users including an executed Non-Disclosure Agreement.
  9. Assist with integration of ERisk with PRT. Make available the technical resources that will provide the required fields from PRT for each PeopleSoft employee id. The specific fields will be documented in a separate ERisk – PRT Integration document,

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of four (4) fiscal year option period(s). Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period ninety (90) days prior to the expiration of the initial or extension year of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$154,560 (\$84,780 for MPD which includes MPD’s PRT integration and \$69,780 for FEMS) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

	<b>Total Licenses</b>	<b>Licenses per agency</b>	<b>Total Amount</b>	<b>Amount (MPD)</b>	<b>Amount (FEMS)</b>
<b>Implementation</b>			\$122,400	\$61,200	\$61,200
<b>Full User</b>	10	5	\$10,000	\$5,000	\$5,000
<b>Medium User</b>	10	5	\$2,500	\$1,250	\$1,250
<b>Online Incidents</b>	2000	1000	\$4,660	\$2,330	\$2,330
<b>SOA Integration for PRT</b>			\$11,000	\$11,000	
<b>Origami Integration for PRT</b>			\$4,000	\$4,000	
<b>TOTAL</b>			\$154,560	\$84,780	\$69,780

Licenses

**Full User License** - These licenses have access to all the capabilities and features of the Service, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits.

**Medium User License** – These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service. Medium Users do not have access to Administration features. This user would have limited usage of the system mostly for inquiries and minor updates by user groups such as fleet and audit coordinators, and general counsel.

Total actual cost for licenses is Seventeen Thousand One Hundred Sixty dollars (\$17,160) per year, which consists of:

- 10 Full User licenses at One Thousand dollars (\$1000) each, for a total of Ten thousand dollars (\$10,000).
- 10 Medium User licenses at Two Hundred and Fifty dollars (\$250) each, for a total of Two Thousand Five hundred dollars (\$2500).
- 2000 Online Incidents per year at Two dollars Thirty-Three cents (\$2.33) each, for a total of Four Thousand Six Hundred Sixty dollars (\$4,660). For licensed users, there is no limit to the number of incidents you submit.)

#### Origami Implementation

One-time implementation cost from Origami for database configuration shall not exceed One Hundred and Twenty-Two Thousand Four Hundred dollars (\$122,400).

This will include up to Twenty-Four support hours at Two Hundred Twenty Five dollars (\$225) per hour

In addition, Origami cost for integration of ERisk with MPD's PRT system will be Four Thousand dollars (\$4,000).

All above costs are at the rates charged by Origami to ORM.

#### OCTO SOA Implementation

ERisk team will use OCTO's SOA service for assisting with integration of ERisk with MPD's PRT system. OCTO's SOA Services total cost is Eleven Thousand dollars (\$11,000).

## **B. PAYMENT**

1. Within fifteen (15) days of the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

#### FEMS

John Coombs  
Chief of Staff  
Fire and Emergency Medical Services Department  
2000 14th Street, NW, 5th Floor  
Washington, DC 20009  
John.Coombs@dc.gov  
(202) 815-6058

#### MPD

Wilfredo Manlapaz  
Assistant Chief of the Internal Affairs Bureau  
Metropolitan Police Department  
441 4th St, NW, Suite 700 South,  
Washington, DC 20001  
Wilfredo.Manlapaz@dc.gov  
(202)727-8721

Leeann note 6/8/23: AC Manlapaz has retired.  
AC Jeffery Carroll is the new IAB AC.  
All info is the same except his email:  
Carroll, Jeffery W. (MPD) <Jeffery.Carroll@dc.gov>

### Seller Agency

#### ORM

Sam Yeung  
Deputy Chief Risk Officer  
Office of Risk Management  
441 4th Street, NW, Suite 800 South  
Washington, DC 20001  
Sam.Yeung@dc.gov  
(202) 727-4321

## **XIII. RESOLUTION OF DISPUTES**



All disputes arising under this MOU shall be referred to FEMS' Deputy Chief of Staff, MPD's Assistant Chief of the Internal Affairs Bureau, and ORM's Deputy Chief Risk Officer for ORM for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of FEMS, MPD and ORM for resolution.

**XIV. CONFIDENTIAL INFORMATION**

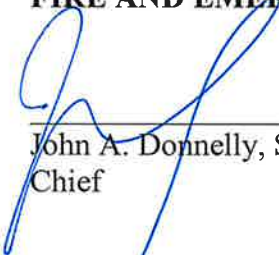
The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

**XV. ADDENDUM**

- Attachment 1: MPD Incident Form Field Requirements
- Attachment 2: FEMS Incident Form Field Requirements
- Attachment 3: MPD "To-Be" Incident Workflow
- Attachment 4: FEMS "To-Be" Incident Workflow
- Attachment 5: MPD Staff Licenses - Access Rights
- Attachment 6: FEMS Staff Licenses - Access Rights


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

**FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT**

  
\_\_\_\_\_  
John A. Donnelly, Sr.,  
Chief

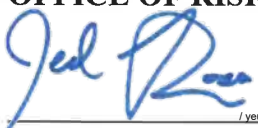
6/2/23  
\_\_\_\_\_  
Date

**METROPOLITAN POLICE DEPARTMENT**

  
\_\_\_\_\_  
Ashan Benedict  
Chief

June 8, 2023  
\_\_\_\_\_  
Date

**OFFICE OF RISK MANAGEMENT**

  
\_\_\_\_\_  
Jed I. Ross  
Chief Risk Officer

6/5/2023  
\_\_\_\_\_  
Date

**33. MOU For ERisk - FEMS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OFFICE OF RISK MANAGEMENT  
AND  
FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT  
AND  
METROPOLITAN POLICE DEPARTMENT  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between Fire and Emergency Medical Services Department (“FEMS”) and Metropolitan Police Department (“MPD”) (collectively the “Buyer Agency”) and the Office of Risk Management (“ORM” or “Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

Pursuant to the terms of this MOU, ORM will assist in implementing ERisk functionality for the Buyer Agency's workers' compensation claims administration within Buyer Agency's Police and Firefighter's Clinic (“PFC”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

Seller Agency shall:

1. Provide Buyer Agency access to ERisk.
2. Provide MPD 5 ERisk full user licenses and provide FEMS 5 full user licenses to provide ERisk system log-in access to MPD and FEMS full users. These MPD and FEMS users may access ERisk through a username and password verification process and may edit Buyer Agency ERisk incident data.
3. Provide MPD 5 ERisk medium user licenses and provide FEMS 5 ERisk medium user licenses to provide ERisk system log-in access to Buyer Agency's medium users. These users may access ERisk through a

- username and password verification process and have mainly read-only permissions to view Buyer Agency ERisk data.
4. Provide ERisk requirement templates to assist MPD and FEMS in documenting Buyer Agency's business requirements.
  5. After execution of this MOU, Buyer Agency will provide ORM with a detailed requirements document. ORM will implement initial Buyer Agency functionality in ERisk with appropriate access privileges. The ERisk team shall closely coordinate with the Buyer Agency's business Subject Matter Experts ("SMEs") assisting with ERisk system development.
  6. Create ERisk user accounts for Buyer Agency users.
  7. Provide two (2) one (1) hour training sessions to educate and train Buyer Agency SMEs on use of the ERisk system and all Buyer Agency functionality. SMEs will be the project champions within MPD and FEMS and train Buyer Agency team members, in addition to being the first point of support for Buyer Agency employees or providers encountering any ERisk issues.
  8. Provide Buyer Agency user and functionality maintenance and updates, including up to five (5) hours per month of ERisk support time after Go-Live in FY2023.
  9. Migrate historical MPD and FEMS incident data into ERisk to allow for comprehensive tracking and reporting.
  10. Customize ERisk to ensure injury categories are reflected in the online platform, within the existing ERisk incident type structure.
  11. Customize ERisk to ensure required fields must be completed prior to submission of incidents.
  12. Customize ERisk to allow for automated reporting based on pre-determined criteria (e.g. fiscal year, types of incidents, name of injured worker, incident location).
  13. Customize ERisk to allow licensed Buyer Agency users the ability to search/query (e.g. injured worker full name, first name or last name only, agency name).
  14. Customize ERisk to allow the tracking of incident trends using dashboards, and generate management reports.
  15. Customize ERisk to allow supplemental documentation to be uploaded/accompanied with each incident (e.g. Word documents, PDFs and Images).
  16. Customize ERisk to allow automatic email notification with incident summary to Buyer Agency designated individuals/roles.
  17. Customize ERisk to allow Buyer Agency full users the ability to make modification of existing incidents once submitted (e.g. incident categories, incident dates, incident locations, incident times). ERisk shall keep an inventory/log of all modifications.
  18. Customize ERisk to exclude and restrict from view by ORM staff data fields that contain protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C.

§§ 1320d et seq., and the regulations promulgated under HIPAA, including 45 CFR Part 160, 162 and 164) and the D.C. Mental Health Information Act of 1978, effective March 3, 1979 (D.C. Law 2-136; D.C. Official Code §§ 7-1201.01 et seq.). ORM administrative users shall have access to all MPD/FEMS data to maintain the ERisk system. All other ORM users shall only have access to PHI for purposes of investigating claims by or against the District. ORM shall notify MPD or FEMS when accessing PHI as part of an investigation.

19. ORM will have unrestricted access to the following MPD/FEMS incident data fields:
  - a. Date of Incident
  - b. Incident Description
  - c. Incident Location
  - d. Incident Categories
  - e. Fatalities
20. Allow sixty (60) days of product testing with Buyer Agency staff and designees prior to the designated date in which the product will “go-live”.
21. Establish a testing protocol to identify gaps and/or process breakdowns within the incident submission workflow, incident reporting or completion of complex queries.
22. During the sixty (60) day testing phase ORM will provide Buyer Agency access to the ERisk support ticket process to identify problems and for ORM to provide corrective action to remedy problems.
23. Develop a supplemental training video to orient users with a full license on how to modify existing incident reports, run reports, track incident trends, upload documents and export/print PDF file format versions of incident reports.
24. Integrate ERisk with MPD’s PRT system to get additional fields. ORM will use OCTO’s SOA service for the integration.

## **B. RESPONSIBILITIES OF BUYER AGENCY**

Buyer Agency Shall:

1. Document Buyer Agency’s incident reporting business requirements. Buyer Agency business requirements should be finalized as soon as possible so the ORM ERisk team will begin implementation.
2. Provide ORM ERisk team with a comprehensive Buyer Agency requirement document that includes, at minimum:
  - a. Fields to be collected
  - b. Required fields
  - c. Optional fields
  - d. Define Buyer Agency full user and medium user roles, and level of access within ERisk for each role.
  - e. Define access privileges that limit view and/or edit access to specific data fields, including:

- Fields that need to be excluded or restricted from view,
  - Fields that need to be read-only.
- f. Define circumstances that trigger automated email notifications to be sent to designated individuals/roles, even if designated individuals are not MPD/FEMS users.
  - g. Identify specific individuals designated to receive automated email notifications and circumstances necessitating notification.
  - h. Establish an “Incident Follow-up Form” file folders to store various types of documents in ERisk.
  - i. Protected Health Information and/or Personally Identifiable Information fields to be excluded or restricted from view by ORM staff (excluding system administrator) on submitted incidents, and process for ORM to identify incidents when processing incident related claims.
  - j. Buyer Agency reserves the right to update requirements (which includes workflow) during the design phase. In the event such update requirements will increase the total cost of this MOU, the Parties agree to amend this MOU to increase the total costs of this MOU in an amount sufficient to cover the increased costs. In no event shall ORM be obligated to update requirements without a transfer of funds from Buyer Agency to cover any increase in total costs.
3. Participate in meetings with ORM as requested by the ERisk team and provide clarifications on requirements.
  4. Assign a Buyer Agency SME to provide responses to business requirement questions as questions arise during ORM implementation, and lead system training and testing for all Buyer Agency functionality in ERisk. The Buyer Agency SME should be extremely familiar with Buyer Agency business requirements. The intent is for this individual to collect all ERisk testing feedback from Buyer Agency full users and provide feedback to ORM’s ERisk team, which will enable the ERisk team to complete the Buyer Agency implementation in a timely manner.
  5. Assign a Buyer Agency SME who will act as the first point of support for Buyer Agency for any ERisk issues.
  6. Provide all historical data that needs to be uploaded into ERisk to ORM in Comma-Separated Values (“CSV”) file format.
  7. Use the “train-the-trainer” concept to train Buyer Agency full, medium, and portal users on both basic and complex ERisk platform navigation processes.
  8. Provide completed ERisk user forms for Buyer Agency full and medium license users including an executed Non-Disclosure Agreement.
  9. Assist with integration of ERisk with PRT. Make available the technical resources that will provide the required fields from PRT for each PeopleSoft employee id. The specific fields will be documented in a separate ERisk – PRT Integration document,

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of four (4) fiscal year option period(s). Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period ninety (90) days prior to the expiration of the initial or extension year of this MOU.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$154,560 (\$84,780 for MPD which includes MPD’s PRT integration and \$69,780 for FEMS) for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

	<b>Total Licenses</b>	<b>Licenses per agency</b>	<b>Total Amount</b>	<b>Amount (MPD)</b>	<b>Amount (FEMS)</b>
<b>Implementation</b>			\$122,400	\$61,200	\$61,200
<b>Full User</b>	10	5	\$10,000	\$5,000	\$5,000
<b>Medium User</b>	10	5	\$2,500	\$1,250	\$1,250
<b>Online Incidents</b>	2000	1000	\$4,660	\$2,330	\$2,330
<b>SOA Integration for PRT</b>			\$11,000	\$11,000	
<b>Origami Integration for PRT</b>			\$4,000	\$4,000	
<b>TOTAL</b>			\$154,560	\$84,780	\$69,780

Licenses

**Full User License** - These licenses have access to all the capabilities and features of the Service, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits.

**Medium User License** – These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service. Medium Users do not have access to Administration features. This user would have limited usage of the system mostly for inquiries and minor updates by user groups such as fleet and audit coordinators, and general counsel.

Total actual cost for licenses is Seventeen Thousand One Hundred Sixty dollars (\$17,160) per year, which consists of:

- 10 Full User licenses at One Thousand dollars (\$1000) each, for a total of Ten thousand dollars (\$10,000).
- 10 Medium User licenses at Two Hundred and Fifty dollars (\$250) each, for a total of Two Thousand Five hundred dollars (\$2500).
- 2000 Online Incidents per year at Two dollars Thirty-Three cents (\$2.33) each, for a total of Four Thousand Six Hundred Sixty dollars (\$4,660). For licensed users, there is no limit to the number of incidents you submit.)

#### Origami Implementation

One-time implementation cost from Origami for database configuration shall not exceed One Hundred and Twenty-Two Thousand Four Hundred dollars (\$122,400).

This will include up to Twenty-Four support hours at Two Hundred Twenty Five dollars (\$225) per hour

In addition, Origami cost for integration of ERisk with MPD's PRT system will be Four Thousand dollars (\$4,000).

All above costs are at the rates charged by Origami to ORM.

#### OCTO SOA Implementation

ERisk team will use OCTO's SOA service for assisting with integration of ERisk with MPD's PRT system. OCTO's SOA Services total cost is Eleven Thousand dollars (\$11,000).

## **B. PAYMENT**

1. Within fifteen (15) days of the effective date of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.



2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency

**FEMS**

John Coombs  
 Chief of Staff  
 Fire and Emergency Medical Services Department  
 2000 14th Street, NW, 5th Floor  
 Washington, DC 20009  
 John.Coombs@dc.gov  
 (202) 815-6058

**MPD**

Wilfredo Manlapaz  
 Assistant Chief of the Internal Affairs Bureau  
 Metropolitan Police Department  
 441 4th St, NW, Suite 700 South,  
 Washington, DC 20001  
 Wilfredo.Manlapaz@dc.gov  
 (202)727-8721

Leeann note 6/8/23: AC Manlapaz has retired.  
 AC Jeffery Carroll is the new IAB AC.  
 All info is the same except his email:  
 Carroll, Jeffery W. (MPD) <Jeffery.Carroll@dc.gov>

Seller Agency

**ORM**

Sam Yeung  
 Deputy Chief Risk Officer  
 Office of Risk Management  
 441 4th Street, NW, Suite 800 South  
 Washington, DC 20001  
 Sam.Yeung@dc.gov  
 (202) 727-4321

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to FEMS' Deputy Chief of Staff, MPD's Assistant Chief of the Internal Affairs Bureau, and ORM's Deputy Chief Risk Officer for ORM for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of FEMS, MPD and ORM for resolution.

**XIV. CONFIDENTIAL INFORMATION**

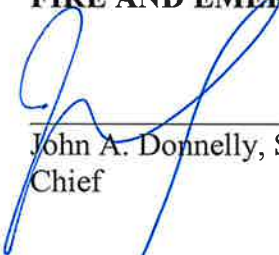
The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

**XV. ADDENDUM**

- Attachment 1: MPD Incident Form Field Requirements
- Attachment 2: FEMS Incident Form Field Requirements
- Attachment 3: MPD "To-Be" Incident Workflow
- Attachment 4: FEMS "To-Be" Incident Workflow
- Attachment 5: MPD Staff Licenses - Access Rights
- Attachment 6: FEMS Staff Licenses - Access Rights


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

**FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT**

  
\_\_\_\_\_  
John A. Donnelly, Sr.,  
Chief

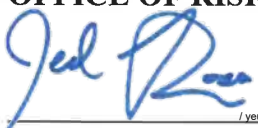
6/2/23  
\_\_\_\_\_  
Date

**METROPOLITAN POLICE DEPARTMENT**

  
\_\_\_\_\_  
Ashan Benedict  
Chief

June 8, 2023  
\_\_\_\_\_  
Date

**OFFICE OF RISK MANAGEMENT**

  
\_\_\_\_\_  
Jed I. Ross  
Chief Risk Officer

6/5/2023  
\_\_\_\_\_  
Date

**34. OAG Legal Services**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF ATTORNEY GENERAL  
AND  
OFFICE OF RISK MANAGEMENT  
FOR  
FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of Risk Management, the buyer agency, (hereinafter “ORM”), and the Office of the Attorney General, the seller agency (hereinafter “OAG”), collectively referred to herein as the “Parties”, to pay the deposition and transcription costs and expert witness fees and related costs for workers’ compensation matters litigated by the Personnel and Labor Relations Section.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The purpose of this MOU is to establish a mechanism for ORM to pay the actual costs charged to OAG for deposition and transcription services and expert witness fees for workers’ compensation matters litigated by the Personnel and Labor Relations Section (PLRS).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF ORM**

1. ORM shall make available TWO HUNDRED SEVENTY-FIVE THOUSAND dollars and no cents (\$275,000.00) from the Employees Compensation Fund for OAG to pay the cost of deposition and transcription services and expert witness fees and related costs for workers’ compensation matters litigated by PLRS.

**B. RESPONSIBILITIES OF OAG**

1. OAG shall use the funds to pay for depositions taken by PLRS and for expert witness services in workers' compensation matters.
2. OAG shall provide the projected cost of providing the services under this MOU not to exceed TWO HUNDRED SEVENTY-FIVE THOUSAND dollars and no cents (\$275,000.00).
3. OAG shall pay all invoices and submit copies of all invoices to ORM up to the amount of this MOU for its records.
4. OAG shall promptly upon receipt transmit to ORM copies of all deposition transcripts and expert reports obtained through expenditure of funds pursuant to this MOU.
5. OAG shall not incur any travel expense to be paid under this MOU in connection with the performance of the services described herein without prior approval of ORM.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from October 1, 2022 (the "effective date") through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of two (2) one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least fifteen (15) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$275,000 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU.

**B. PAYMENT**

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

**XII. NOTICES**

The following individuals are the contact points for each Party:

**Office of Attorney General:**

Tarifah Coaxum  
Chief Administrative Officer  
400 6<sup>th</sup> Street, N.W., Suite 2200  
Washington, D.C. 20001  
Tele: (202) 724-5508  
[Tarifah.coaxum@dc.gov](mailto:Tarifah.coaxum@dc.gov)

**Office of Risk Management**

Michael Krainak  
General Counsel  
441 4<sup>th</sup> Street, N.W.  
Washington, D.C. 20001  
Office: 202-727-7805  
[Michael.kraniak@dc.gov](mailto:Michael.kraniak@dc.gov)



**XIII. RESOLUTION OF DISPUTES**


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

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**OFFICE OF RISK MANAGEMENT**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer

Date: 4/19/2023

**OFFICE OF THE ATTORNEY GENERAL**

  
\_\_\_\_\_  
Brian Schwalb  
Attorney General for the District of Columbia

Date: 04/19/2023

**35. EOM Support Services**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF RISK MANAGEMENT  
AND  
THE EXECUTIVE OFFICE OF THE MAYOR'S SUPPORT SERVICES  
FOR FISCAL YEAR 2023**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between The Office of Risk Management (ORM) and The Office of Support Services (EOM), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

The Office of Risk Management (ORM) has requested the services of The Executive Office of the Mayor’s Support Services to provide transportation, courier, and associated, general administrative services under the agreed upon terms and conditions outlined within the following Statement of work.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The primary purpose for this interagency collaboration is for Support Services to facilitate the efforts of The Office of Risk Management’s (ORM) overall agency goals and objectives by providing transportation, courier, procurement, and associated administrative services that shall benefit the District in various facets of operation.

The Office of Support Services’ specific performance obligations in providing services to ORM shall be governed by the Statement of Work which may be revised by the parties by mutual agreement from time to time without otherwise changing the terms of this MOU.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF EOM SUPPORT SERVICES**

“Support Services” entails services deemed appropriate and necessary in order to maintain and support viable aspects of transportation and courier services.

1. Provide transportation to ORM staff to and from desired destination upon request pursuant to driver and vehicle availability.
2. Provide interagency courier services upon request and pursuant to driver and vehicle availability.
3. Provide general administrative services pertinent to the execution of the functions outlined within the Scope of Services.

## **V. DURATION OF THIS MOU**

### **A. PERIOD**

The period of this MOU shall be from October 1, 2022, through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

### **B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of one hundred-twenty days (120) of October 1, 2022, through September 30, 2023, option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least one hundred-twenty days (120) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$6,000.00 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Parties' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

**B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer (ORM) to the Seller (Support Services) based on the total amount of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU.
2. The Buyer Agency shall transmit to the Seller Agency shall submit a payment in the amount set forth in Section VI.A of this MOU, as an advance payment for the goods and/or services to be provided by the Seller Agency under this MOU.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.
- C. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Jed Ross, Chief Risk Officer/Director  
The Office of Risk Management  
441 4th Street, NW Suite 800 South  
Washington, DC 20001  
Phone: (202) 727-8600 (Office)

### Seller Agency

Howard Etwaroo  
Associate Director of Budget & Performance  
Mayor's Office of Talent and Appointments (MOTA)  
1350 Pennsylvania Avenue, NW – 6th Floor  
Washington, DC 20004  
(202) 727-2925 (Office)

## **XIII. RESOLUTION OF DISPUTES**


All disputes arising under this MOU shall be referred to Jed Ross, Director and Howard Etwaroo for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the relevant Deputy Mayor(s) for resolution.

## **XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

**The Office of Risk Management**

  
\_\_\_\_\_  
Jed Ross  
Chief Risk Officer/Director, ORM

2/21/2023  
\_\_\_\_\_  
Date

**The Executive Office of the Mayor**

  
\_\_\_\_\_  
John J. Falcicchio  
Chief of Staff, EOM

2/14/23  
\_\_\_\_\_  
Date





## Interagency Standard Request Form (IASRF) Agreement

*(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)*

Agreement Title: MOU for The Office of Risk Management      Agreement Number \_\_\_\_\_

### Buyer Contact

	Program Management	Agency Budget	Agency Accountant
<b>Name</b>	Sam Yeung, Deputy Chief Risk Officer	Alemayehu Awas	Mitchell Robinson
<b>Phone</b>	202-727-8600	202-727-6535	202-727-2664

Buyer Agency: Office of Risk Management      *Alemayehu Awas*

### Seller Contact

	Program Management	Agency Budget	Agency Accountant
<b>Name</b>	Howard Etwaroo	Dominiquica Higginbotham	Hugo Figueredo
<b>Phone</b>	202-727-2925	202-727-8879	240-491-2603

Seller Agency: Mayor's Office of Talent and Appointments (MOTA)

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
<b>Seller Agency Code and Name</b>	AA0- Office of Support Services		
<b>Buyer Agency Code and Name</b>	RK0- Office of Risk Management		
Service Period	10/01/2022 09/30/2023		
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)	USD 6,000.00		
Services GL –Buyers Program & Cost Center			
Buyers Fund	1010001		
Buyer Project # – Assigned to Seller	401320		
Project Name	RK0- FY23 MOU with AA0 (to support services)		
Project PATEO (Project, Award, Task, Expense Type, Organization)	401320, 1000420, 10.01, 7131009, RK0		
Funding Amount Agreed Upon	USD 6,000.00		

**36. Executive leadership Training**



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**DISTRICT OF COLUMBIA OFFICE OF RISK MANAGEMENT**

**AND**

**DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

**FOR FISCAL YEAR 2024**

## **I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of Risk Management (“ORM” or “Buyer”) and the District of Columbia Department of Human Resources (“DCHR” or “Seller”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

## **II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The objective of this MOU is to allow DCHR to provide ORM with executive level learning and development opportunities for ORM’s senior-level employees (“Senior-Level Employees”) and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level Employees, hereafter referred to as the “Executive Leadership Program.” The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services that will be rendered to ORM in FY2024.

## **IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

### **A. RESPONSIBILITIES OF SELLER AGENCY**

In pursuit of the described objectives, DCHR shall:

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

**B. RESPONSIBILITIES OF BUYER AGENCY**

In support of the above services, ORM shall:

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

**V. DURATION OF THIS MOU**

**A. PERIOD**

1. The period of this MOU shall be from October 19, 2023 through June 30, 2024 unless terminated in accordance with Section XI prior to the expiration.

**B. EXTENSION**

2. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period, prior to the expiration of the MOU. The option period may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. ORM shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial term of this MOU.
3. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed twelve thousand seven hundred ninety-one dollars and ten cents (\$12,791.10) for Fiscal Year 2024. The total cost of the goods and services is determined by multiplying the cost of the learning and development program (\$12,791.10) by the number of participants (one) from ORM. Funding for goods and services shall not exceed the actual cost of the goods and/or services that will be provided under this MOU.

## **B. PAYMENT**

1. Within *ten* (10) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

## **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

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

## **VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

**XII. NOTICES**

The following individuals are the contact points for each Party:

Buyer Agency  
Valerie Evans  
Administrative Officer  
441 4th Street, NW, Suite 800 South,  
Washington, DC 20001  
(202) 727-9006

Seller Agency  
Darnella Adams  
Management Analyst  
Center for Learning & Development  
District of Columbia Department of Human Resources  
1015 Half Street SE, 9<sup>th</sup> Floor  
Washington, DC 20001  
(202) 442-9700

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Chief Learning Officer at DCHR and the Chief of Staff at ORM for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DCHR and ORM for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**OFFICE OF RISK MANAGEMENT**

  
\_\_\_\_\_  
Jed Ross, Esq  
Chief Risk Officer

Date 10/2/23

**DEPARTMENT OF HUMAN RESOURCES**

  
\_\_\_\_\_  
Charles Hall, Jr.  
Acting Director

Date 9/22/23



## Interagency Standard Request Form (IASRF) Agreement

(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

Agreement Title: To Administer ELP Program Agreement Number \_\_\_\_\_

### Buyer Contact

	Program Management	Agency Budget	Agency Accountant
<b>Name</b>	<u>Valerie Evans</u>	<u>Alemayehu Awas</u>	<u>Mitch Robinson</u>
<b>Phone</b>	<u>202-727-9006</u>	<u>202-727-6535</u>	<u>202-727-2664</u>

Buyer Agency: *Alemayehu Awas* Signature 10-12-23

### Seller Contact

	Program Management	Agency Budget	Agency Accountant
<b>Name</b>	<u>Darnella Adams</u>	<u>Yared Assefa</u>	<u>Hugo Figueredo</u>
<b>Phone</b>	<u>202 - 442 - 9731</u>	<u>202 - 727 - 2718</u>	<u>240 - 491 - 2603</u>

Seller Agency: James Hurley for Signature: *Yared Assefa*

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	<u>DC Department of Human Resources – BE0</u>		
Buyer Agency Code and Name	<u>Office of Risk Management – RK0</u>		
Service Period	<u>10/1/2023 – 9/30/2024</u>		
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)	<u>\$12,791.10</u>		
Services GL –Buyers Program & Cost Center	<u>100151 and 50312</u>		
Buyers Fund	<u>1010001</u>		
Buyer Project # – Assigned to Seller	<u>401885</u>		
Project Name	<u>RK0- MOU with BE0</u>		
Project PATEO (Project, Award, Task, Expense Type, Organization)	<u>401885, 1000686, 10.01, 7131009, RK0</u>		
Funding Amount Agreed Upon	<u>\$12,791.10 - Total</u>	<u>\$XXXXXXX – PS/Salary</u>	<u>\$xxx - NPS</u>



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
EXECUTIVE OFFICE OF THE MAYOR  
DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES  
CENTER FOR LEARNING AND DEVELOPMENT**

**AGREEMENT TO CONTINUE IN SERVICE**

WHEREAS I, Jed Ross, understand that my participation in the Executive Leadership Program (“ELP”) is voluntary and, by signing below, I agree to the following:

1. I AGREE that upon completion of the ELP training, and pursuant to D.C. Official Code § 1-613.01(d)(1)(A) and Chapter 13 of the D.C. Personnel Regulations, I will remain in employment with the District government for a period of time at least equal to the length of the ELP training period, which is expected to be nine months (9) months long. Therefore, I acknowledge below the “Obligated Service Date”. I AGREE that the period of service shall be computed by the appropriate authority, from official records, and shall commence on the first day following the end of all training.
2. I AGREE to participate in, and complete, the training course to the best of my ability unless my withdrawal is required by, or otherwise accepted by, the District government. I AGREE to obtain approval from my immediate supervisor and agency training authority prior to making any change in my approved training program involving course or schedule changes, withdrawal or incompleteness, or increased costs.
3. I AGREE that if I voluntarily leave District government employment before completing this period of obligated service or the ELP training, I will reimburse the District government for the tuition and related fees, travel expenses, per diem, and any other special expenses (excluding salary and benefits) paid to me, or on my behalf, in connection with this training. I AGREE that if I voluntarily leave my agency before completing the period of obligated service to enter the service of another District government agency also covered by the training provisions of D.C. Official Code § 1-613.01 and Chapter 13 of the D.C. Personnel Regulations, I will give my agency, through my immediate supervisor, advanced written notice of at least 10 workdays, during which time a determination concerning reimbursement will be made. If I fail to give advanced notice, or I am not given written notice of waiver of payment or of transfer of my obligation to the gaining agency, I AGREE to repay the amount of expenses incurred by the District government on my behalf for this training. I also AGREE that the reimbursement will be prorated based on the outstanding obligated service period.
4. I AGREE that if I unjustifiably fail to complete this training, I will reimburse the District government for the tuition and related fees, travel expenses, per diem, and any other special expenses (excluding salary and benefits) paid to me, or on my behalf.
5. I UNDERSTAND that any money which may be due the District government as a result of my failure to meet the terms of this agreement may be withheld from any monies owed me by the District government or may be recovered by such other methods as are approved by law.
6. I UNDERSTAND that this agreement and my participation in the ELP training do **not** commit the District government to continue my employment.

<b>COURSE TITLE:</b> EXECUTIVE LEADERSHIP PROGRAM	
<b>COURSE DURATION:</b> October 19, 2023 to June 30, 2024	<b>OBLIGATED SERVICE DATE:</b> March 30, 2025
<b>NAME:</b> Jed Ross	
<b>TITLE:</b> Chief Risk Officer	<b>AGENCY:</b> ORM
<b>SIGNATURE:</b> Jed Ross	<b>DATE:</b> 9/19/23

**37. Employment Compliance Services**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DC OFFICE OF RISK MANAGEMENT  
AND  
DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Office of Risk Management (“Buyer Agency”) and the District of Columbia Department of Human Resources (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties.”

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapters 4 and 20 of the District of Columbia Municipal Regulations (DCMR).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Seller will provide the Buyer with employment compliance services solely for its District government candidates, employees, and volunteers who are subject to fitness-for-duty evaluations, suitability screenings, or both. The scope of services in this MOU shall not constitute any population outside of District government applicants, employees, or volunteers such as contractors. The Buyer Agency agrees that it shall not send any contractor or similar individual for services under this MOU. The objective of the fitness-for-duty evaluations and suitability screenings is to determine whether each specific District government candidate, employee, or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 of the DCMR.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. The Seller Agency shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer Agency’s candidates, employees, and volunteers who are subject to fitness-for-duty evaluations, suitability screenings, or both. The Seller shall provide for the services indicated in Attachment A.

2. For each candidate, employee, and volunteer who undergoes a fitness-for-duty evaluation, suitability screening, or both, the Seller Agency 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 Agency through an electronic means established by the Buyer Agency.
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 Agency shall appoint the proposing official, any administrative review officer, and the deciding official.

**B. RESPONSIBILITIES OF BUYER AGENCY**

1. The Buyer Agency shall ensure the Seller Agency receives all documentation reasonably necessary to carry out the Seller Agency’s responsibilities under this MOU in a timely fashion. The Buyer Agency understands that failure to timely produce documents may delay services under this MOU.
2. The Buyer Agency agrees to be bound by the provisions contained in Title 6-B, Chapters 4, 16, and 20 of the DCMR. The Buyer Agency agrees that for purposes of these regulations with respect to fitness-for-duty and suitability determinations, the Seller Agency serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623 relating to fitness-for-duty and suitability determinations, the Director of the District of Columbia Department of Human Resources, or his or her designee, shall serve as the final deciding official for any corrective or adverse actions.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from October 1, 2023 (the “effective date”) through September 30, 2024, unless terminated earlier pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of two (2) one-year option period(s). Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period forty-five (45) calendar days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$2,711.56 for Fiscal Year 2024. 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 provided in Attachment A and does not account for all suitability services that may be provided under this MOU. For example, the Buyer Agency may request weekend service collections which may result in overtime fees. The Seller reserves the right to submit an amendment to increase funds under this MOU if additional suitability services such as overtime fees increase the cost of services beyond the maximum amount of this MOU established in subsection (a)(1).

### **B. PAYMENT**

1. Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI(a) of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.
4. The Buyer Agency understands that its failure to timely comply with VI(b) shall immediately result in the Seller Agency delaying or ceasing services under this MOU until payment is received.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be

amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. 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's authorized representative.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

**XII. NOTICES**

The following individuals are the contact points for each Party:

**Buyer Agency**  
Lashawn Myles

Human Resources Manager  
441 4th Street NW, 800S, Washington DC 20001  
lashawn.myles1@dc.gov

**Seller Agency**

Sierra Dangerfield-Harris  
Interim Compliance Review Manager  
1015 Half Street SE, 8th Floor, Washington DC 20003  
sierra.dangerfield@dc.gov

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Human Resources Manager and the Compliance Review Manager for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the Office of Risk Management and the District of Columbia Department of Human Resources for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

***DISTRICT OF COLUMBIA OFFICE OF RISK MANAGEMENT***

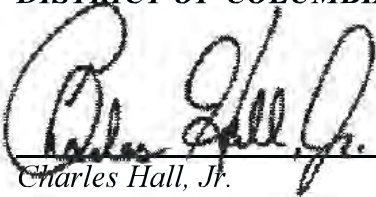


\_\_\_\_\_  
Jed Ross / yeung  
Chief Risk Officer

10/1/2023

\_\_\_\_\_  
Date

***DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES***



\_\_\_\_\_  
Charles Hall, Jr.  
Acting Director

10/5/2023

\_\_\_\_\_  
Date

**Attachment A**

**FY24 Service Costs**

**Compliance Services**

**Criminal Background Checks (General)**

<b>Positions</b>	<b>Projected # Applicants</b>	<b>Unit Cost</b>	<b>Personnel Cost</b>	<b>Misc. Fees (Ala Carte)</b>	<b>Subtotal</b>
Safety	1	\$24.25	\$35.75	\$0.00	\$60.00
Protection	0	\$24.25	\$35.75	\$0.00	\$0.00
Security	15	\$24.25	\$35.75	\$0.00	\$900.00
Volunteers	0	\$24.25	\$35.75	\$0.00	\$0.00
Summer Hires	0	\$24.25	\$35.75	\$0.00	\$0.00
<b>Criminal Background Checks Total Cost</b>					<b>\$960.00</b>

**Criminal Background Recertifications**

<b>Positions</b>	<b>Projected # Recerts</b>	<b>Unit Cost</b>	<b>Personnel Cost</b>	<b>Misc. Fees (Ala Carte)</b>	<b>Subtotal</b>
Safety	2	\$24.25	\$35.75	\$0.00	\$120.00
Protection	0	\$24.25	\$35.75	\$0.00	\$0.00
Security	21	\$24.25	\$35.75	\$0.00	\$1,260.00
<b>Criminal Background Recert Total Cost</b>					<b>\$1,380.00</b>

**On-Site Suitability Events**

<b>Duration</b>	<b>Events Count</b>	<b>Projected # Processed</b>	<b>Personnel Cost</b>	<b>Misc. Fees (Ala Carte)</b>	<b>Subtotal</b>
4 Hours	2	40	\$120.00	\$0.00	\$240.00
8 Hours	0	80	\$240.00	\$0.00	\$0.00
<b>Suitability Events Total Cost</b>					<b>\$240.00</b>

**Drug Testing (General)**

<b>Positions</b>	<b>Projected # Applicants</b>	<b>Unit Cost</b>	<b>Personnel Cost</b>	<b>Misc. Fees (Ala Carte)</b>	<b>Subtotal</b>
Safety	1	\$30.03	\$35.75	\$0.00	\$65.78
Protection	0	\$30.03	\$35.75	\$0.00	\$0.00
Summer Hires	0	\$30.03	\$35.75	\$0.00	\$0.00
<b>Drug Testing Total Cost</b>					<b>\$65.78</b>

**Drug Testing (Random)**

<b>Positions</b>	<b>Projected # Randoms</b>	<b>Unit Cost</b>	<b>Personnel Cost</b>	<b>Misc. Fees (Ala Carte)</b>	<b>Subtotal</b>
Safety	1	\$30.03	\$35.75	\$0.00	\$65.78
Alcohol	0	\$44.75	\$35.75	\$0.00	\$0.00
<b>Random Drug Testing Total Cost</b>					<b>\$65.78</b>



Fitness for Duty Testing - Applicants					
Type	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Pre-Employment	0	\$250.00	\$100.00	\$0.00	\$0.00
Physical Ability Testing (10 per session)	0	\$650.00	\$100.00	\$0.00	\$0.00
Pre-Employment Fitness for Duty Testing Total Cost					\$0.00
Fitness for Duty Testing - Employees					
Type	Projected # Employees	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Employee FFD	0	\$350.00	\$100.00	\$0.00	\$0.00
Shy Bladder Exam	0	\$650.00	\$100.00	\$0.00	\$0.00
Mental Health Assessment	0	\$550.00	\$100.00	\$0.00	\$0.00
Employee Fitness for Duty Testing Total Cost					\$0.00
Additional Suitability Services					
Type	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Child Protection Registry Check	0	\$0.00	\$15.00	\$0.00	\$0.00
Sex Offender Registry Check	0	\$5.00	\$10.00	\$0.00	\$0.00
Motor Vehicle Record Check	0	\$15.00	\$10.00	\$0.00	\$0.00
Additional Suitability Services Total Cost					\$0.00
<b>Grand Total</b>					<b>\$2,711.56</b>

**38. OAG Legal Services**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF RISK MANAGEMENT  
AND  
THE OFFICE OF THE ATTORNEY GENERAL  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of Risk Management, the buyer agency, (hereinafter “ORM”), and the Office of the Attorney General, the seller agency (hereinafter “OAG”), collectively referred to herein as the “Parties”, to pay the deposition and transcription costs and expert witness fees and related costs for workers’ compensation matters litigated by the Personnel and Labor Relations Section.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The purpose of this MOU is to establish a mechanism for ORM to pay the actual costs charged to OAG for deposition and transcription services and expert witness fees for workers’ compensation matters litigated by the Personnel and Labor Relations Section (PLRS).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF ORM**

1. ORM shall make available TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY-SIX dollars and no cents (\$213,356.00) from the Employees Compensation Fund for OAG to pay the cost of deposition and transcription services and expert witness fees and related costs for workers’ compensation matters litigated by PLRS.

**B. RESPONSIBILITIES OF OAG**

1. OAG shall use the funds to pay for depositions taken by PLRS and for expert witness services in workers' compensation matters.
2. OAG shall provide the projected cost of providing the services under this MOU not to exceed TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY-SIX dollars and no cents (\$213,356.00).
3. OAG shall pay all invoices and submit copies of all invoices to ORM up to the amount of this MOU for its records.
4. OAG shall promptly upon receipt transmit to ORM copies of all deposition transcripts and expert reports obtained through expenditure of funds pursuant to this MOU.
5. OAG shall not incur any travel expense to be paid under this MOU in connection with the performance of the services described herein without prior approval of ORM.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of two (2) one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least fifteen (15) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$213,356.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU.

**B. PAYMENT**

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

#### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. AMENDMENTS**

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

#### **VIII. COMPLIANCE WITH LAW**

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

#### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

**XII. NOTICES**

The following individuals are the contact points for each Party:

**Office of Risk Management**

Michael Krainak  
General Counsel  
441 4th Street, N.W.  
Washington, D.C. 20001  
Office: 202-727-7805  
[Michael.kraniak@dc.gov](mailto:Michael.kraniak@dc.gov)

**Office of Attorney General:**

Tarifah Coaxum  
Chief Administrative Officer  
400 6th Street, N.W., Suite 2200  
Washington, D.C. 20001  
Tele: (202) 724-5508  
[Tarifah.coaxum@dc.gov](mailto:Tarifah.coaxum@dc.gov)

**XIII. RESOLUTION OF DISPUTES**

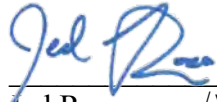
The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**OFFICE OF RISK MANAGEMENT**

  
\_\_\_\_\_  
Jed Ross / yeung  
Chief Risk Officer

11/28/2023  
\_\_\_\_\_  
Date

**OFFICE OF THE ATTORNEY GENERAL**

  
\_\_\_\_\_  
Brian L. Schwalb  
Attorney General for the District of Columbia

11/22/2023  
\_\_\_\_\_  
Date

**39. EOM Support Services**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF RISK MANAGEMENT  
AND  
THE EXECUTIVE OFFICE OF THE MAYOR’S SUPPORT SERVICES  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between The Office of Risk Management (ORM) and The Office of Support Services (EOM), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

The Office of Risk Management (ORM) has requested the services of The Executive Office of the Mayor’s Support Services to provide transportation, courier, and associated, general administrative services under the agreed upon terms and conditions outlined within the following Statement of work.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The primary purpose for this interagency collaboration is for Support Services to facilitate the efforts of The Office of Risk Management’s (ORM) overall agency goals and objectives by providing transportation, courier, procurement, and associated administrative services that shall benefit the District in various facets of operation.

The Office of Support Services’ specific performance obligations in providing services to ORM shall be governed by the Statement of Work which may be revised by the parties by mutual agreement from time to time without otherwise changing the terms of this MOU.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

**A. RESPONSIBILITIES OF EOM SUPPORT SERVICES**

“Support Services” entails services deemed appropriate and necessary in order to maintain and support viable aspects of transportation and courier services.

1. Provide transportation to ORM staff to and from desired destination upon request pursuant to driver and vehicle availability.
2. Provide interagency courier services upon request and pursuant to driver and vehicle availability.
3. Provide general administrative services pertinent to the execution of the functions outlined within the Scope of Services.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from October 1, 2023, through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of one hundred-twenty days (120) of October 1, 2023, through September 30, 2024, option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least one hundred-twenty days (120) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$6,000.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Parties' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

**B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer (ORM) to the Seller (Support Services) based on the total amount of this MOU, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU.
2. The Buyer Agency shall transmit to the Seller Agency shall submit a payment in the amount set forth in Section VI.A of this MOU, as an advance payment for the goods and/or services to be provided by the Seller Agency under this MOU.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

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

**VIII. COMPLIANCE WITH LAW**

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

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

**XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.
- C. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Jed Ross, Chief Risk Officer/Director  
The Office of Risk Management  
441 4th Street, NW Suite 800 South  
Washington, DC 20001  
Phone: (202) 727-8600 (Office)

### Seller Agency

Howard Etwaroo  
Associate Director of Budget & Performance  
Mayor's Office of Talent and Appointments (MOTA)  
1350 Pennsylvania Avenue, NW – 6th Floor  
Washington, DC 20004  
(202) 727-2925 (Office)

## **XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to Jed Ross, Director and Howard Etwaroo for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the relevant Deputy Mayor(s) for resolution.

## **XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


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

**The Office of Risk Management**

  
\_\_\_\_\_  
Jed Ross / yeung  
Chief Risk Officer/Director, ORM

10/3/2023  
\_\_\_\_\_  
Date

**The Executive Office of the Mayor**

  
\_\_\_\_\_  
Lindsey Parker  
Chief of Staff, EOM

Sept 25, 2023  
\_\_\_\_\_  
Date

**ATTACHMENT 10**



# **D.C. OFFICE OF RISK MANAGEMENT**

## **FY 2023 PERFORMANCE ACCOUNTABILITY REPORT**

**JANUARY 5, 2024**



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# 1 D.C. OFFICE OF RISK MANAGEMENT

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*Mission:* The mission of the Office of Risk Management (ORM) is to reduce the probability, occurrence and cost of risk to the District of Columbia government.

*Services:* ORM implements its mission through four programs: Risk Prevention and Safety Division (RPS), Public Sector Workers' Compensation Program, Tort Liability Program and the Captive Insurance Agency. An individual summary of services is provided by division in each section. **PERFORMANCE PLAN DIVISIONS:** Risk Prevention and Safety Division (RPS), Public Sector Workers' Compensation Program, Tort Liability Program, Captive Insurance Agency, and Agency Management

## 2 2023 ACCOMPLISHMENTS

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Accomplishment	Impact on Agency	Impact on Residents
Partnered with OCP to establish construction guidelines for insurance requirements.	It brings about standards that will be followed going forward.	This will ensure all new construction will have the proper insurance before moving forward. It will save money in the event something goes wrong, as the insurance will cover incidents that may arise.
Successfully responded to all 700 new workers' compensation claims filed for FY23.	It shows the ERisk system is working as designed, the call center team is answering and filing all new claims, and the incident report system is working and able to handle the traffic.	The residents can feel confident that ORM is handling any and all District government workers' compensation matters. All employees of the District know they will receive the best, most appropriate medical care at a reasonable cost. ORM will work to return employees back to work as soon as medically possible.
Collected \$1,094,275.95 in subrogation through small dollar collections involving 225 number of subrogation matters Tort Collected: \$1,038,247.55 PSWCP Collected: \$56,028.40	The collection of these funds improves the District, which also benefits ORM.	These funds are paid directly to the District, which in-turn benefits the constituents.

### 3 2023 OBJECTIVES

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#### Strategic Objective

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Identify, measure, analyze and mitigate the District government's exposure to risk and liability.

Administer the Public Sector Workers' Compensation Program to provide benefits for disability or death of a District Government employee resulting from personal injury sustained while in the performance of his or her duty.

Receives and investigates claims against the District government with the goal of negotiating and preparing claims for fair and timely disposition.

Collect monies owed to the District as a result of Third Party tortfeasors whose negligence or intentional acts result in damages and losses to the District.

Create and maintain a highly efficient, transparent, and responsive District government.

Vendor and provider relations needs including medical bill review, compliance, and medical provider assessment.

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## 4 2023 OPERATIONS

Operation Title	Operation Description
<b>Identify, measure, analyze and mitigate the District government's exposure to risk and liability.</b>	
Conducts site safety inspections of District government properties: Daily Service	ORM's Occupational Safety and Health inspectors conduct inspections of District owned and operated buildings to ensure that building inspections and follow-up inspections are (a) conducted using Occupational Safety and Health Administration's (OSHA) guidelines and (b) communicated to the Directors and Agency Risk Management Representatives (ARMR's) to ensure that the buildings are safe, healthy, and comply with OSHA standards and regulations.
Administration of the District's hybrid Self-Insurance program to include issuance of self-insurance certification letters: Daily Service	The Government of the District of Columbia operates as a self-insured entity. When a District agency requires proof of insurance (evidence of self-insurance), the DC Office of Risk Management (ORM) will review and consider all requests for such proof. If the request is approved, a self insurance letter will be issued to the petitioner.
Provide advice to District agencies on risk and insurance policies and practices: Daily Service	Agencies frequently seek advice from ORM on how to protect the District from risks and liabilities as they carry out agency initiatives, contracts and coordinating special events. A training platform has been developed to review the minimum insurance requirements for contractors and vendors. The following areas were addressed - ORM's purpose, the need for insurance, self insurance programs, the Captive, risk / exposure identification, contract insurance requirements, multiple lines of business and their application, additional insureds, subrogation, Anti-Deficiency Act, indemnification clause, certificates of insurance, contract review, timeline and process for review by ORM.
Procure and maintain insurance coverage(s) for District government real estate property assets: Daily Service	ORM, through the Captive Insurance Agency, hired a third-party commercial property insurance broker and purchased commercial property insurance, including terrorism coverage for District-owned property for the purpose of building a stronger District property risk management program through a combination of self-insurance and private insurance.
Obtain and review driving records for operators of District vehicles: Daily Service	ORM, in partnership with other District government agencies, aims to prevent driver negligence of employees who use a District vehicle for business purposes by obtaining and reviewing driving records. Agencies with high risk drivers are alerted and advised to take appropriate and necessary action to mitigate risk; including but not limited to revoking driving privileges.
Provide a system for identifying, measuring, analyzing and mitigating the District government's exposure to risk and liability: Key Project	ORM will be integrating functionality within the Enterprise Risk Management System (ERMS) to manage daily operations for each agency.
Provides guidance and training to agencies on risk analysis and mitigation: Daily Service	The Office of Risk Management collaborates with all Agency Risk Management Representatives (ARMRs) on emergency response to determine the areas where the District has the greatest exposure to risk and make recommendations to minimize its occurrence.
Alive and well checks for Workers' Compensation Program: Daily Service	Number of alive and well checks done by the Investigation unit for the Public Sector Workers' Compensation Program
<b>Administer the Public Sector Workers' Compensation Program to provide benefits for disability or death of a District Government employee resulting from personal injury sustained while in the performance of his or her duty.</b>	
Public Sector Workers' Compensation Administrative Actions: Daily Service	Dedicated resources utilized to process and assist the Public Sector Workers' Compensation claims management process including claims intake and provider relations services.

(continued)

Operation Title	Operation Description
Ongoing management of accepted claim for medical treatment and/or indemnity payments: Daily Service	Once a claim is accepted, ORM continuously reviews and analyzes medical and loss wage payments for compensability.
Return injured employee back to work as soon as medically possible in an alternative, modified, part-time and/or full-time capacity: Daily Service	Return to work simply means helping an employee get back to work as soon as possible after a job-related injury or illness. Through additional concrete efforts ORM will create alternative methods of support in order to return more employees back to work.
Conduct orientations, trainings and job fairs to injured employee's of the Public Sector Workers' Compensation Program and Return to Work Program: Daily Service	Returns to work orientations are conducted monthly. The purpose is to educate injured workers on the Return to Work process. Trainings consist of resume writing, basic computer skills, and interview skills. Job fairs are held quarterly, consisting of DC Government agencies and outside organizations who conduct on-the-spot interviews for permanent placement.
Manage claims submitted by employees to determine if the injury sustained is compensable: Daily Service	The primary goal of the Public Sector Workers' Compensation Program is to respond to workplace injuries with the best, most appropriate medical care at a reasonable cost, and to return employees back to work as soon as medically possible. ORM will work with agency partners to analyze and ensure injuries are work related through an integrated, active process.
<b>Receives and investigates claims against the District government with the goal of negotiating and preparing claims for fair and timely disposition.</b>	
Administer the Settlement and Judgement Fund: Daily Service	ORM authorizes pre-litigation settlements through its operation of the tort liability program. ORM continues to improve its analysis and review of payments from the settlement and judgement fund.
Review the facts and assess the merits of the claims for disposition by way of settlements or denials: Daily Service	The claims adjuster will: 1) contact the claimant and the parties involved 2) contact the District agency involved for internal reports and investigative information 3)gather and inspect all relevant information regarding a claim including photos, quotes, estimates, witness statements, etc. 4) enter additional information/investigation details into claims management system 5) determination to accept or reject a claim
Coordination with responsible District agencies to determine whether to accept a claim and enter into a pre-litigation settlement or reject the claim: Daily Service	ORM will reach out the involved agency for supporting documentation in order to assess liability. Upon determination of liability, ORM will reach out the claimant directly.
Receive §12-309 notices for alleged claims against the District: Daily Service	The Tort Liability Division investigates and resolves claims filed against the District of Columbia pursuant to D.C. Code § 12-309. Individuals can file a tort claim against the District for unliquidated losses (property damage or personal injury) arising out of the actions or inactions of the District and/or its employees. Once a claim has been received and logged into the claims database, it is assigned to an adjuster for investigation and handling.
Investigations: Daily Service	Investigations related to Tort and Public Sector Workers' Compensation incidents and claims.
<b>Collect monies owed to the District as a result of Third Party tortfeasors whose negligence or intentional acts result in damages and losses to the District.</b>	

(continued)

Operation Title	Operation Description
Review District agency incident reports and determine if damages and losses to the District is as a result of negligence or intentional act of a third party: Daily Service	ORM assesses liability pursuant to supporting documentation requested and received from agencies.
Provide notice to third party tortfeasors of the District's intent to subrogate and pursue recovery of monies owed to the District as a result of damages and losses due to third party tortfeasors actions: Daily Service	ORM relies on supporting documentation from the agencies to assist in the subrogation process.
Recover monies through subrogation efforts either in resolution of a settlement or lawsuit: Daily Service	ORM's staff will analyze , pursue, and support OAG in litigation efforts to collect on losses incurred by third party actors.
<b>Create and maintain a highly efficient, transparent, and responsive District government.</b>	
Risk Council Meetings: Key Project	Risk Council Meetings coordination with Agency ARMRS
Agency Information Presentations: Key Project	ORM is working to touch all District Agencies to communicate our operations and services.
District Audit Tracking: Daily Service	Enter, review and track audit information for both the District's Single Audit and agency individual audits.
<b>Vendor and provider relations needs including medical bill review, compliance, and medical provider assessment.</b>	
Bill Review: Daily Service	Review of medical provider billing

## 5 2023 STRATEGIC INITIATIVES

In FY 2023, D.C. Office of Risk Management had 2 Strategic Initiatives and completed 0%.

Title	Description	Update
Litigation Module	ORM will roll out the new ERisk Litigation Module to all District-wide agency partners. The module will allow for all District agencies to input any and all historical and ongoing litigation matters. The new system will not only give ORM and partner agencies greater visibility into ongoing matters, but it will also allow for ORM to track any litigation that could bring harm to the District. ORM will provide training and tutorials on using the module in ERisk.	Completed to date: 75-99% The Tort Division continues to educate district agencies regarding the subrogation process and the use of the Subrogation Fund. We plan to meet soon with several agencies, specifically FEMS, to discuss the process to request funds from the Fund. The Tort Division has worked closely with our internal IT department to link our ERMS (enterprise risk management system), ERisk to the PFC (Police and Fire Clinic) to assess potential subrogation claims involving injuries to our officers and firefighters. By do so, our division will be alerted to potential vehicle damage claims as well which will lead to higher volume of collections on behalf of both FEMS and MPD. We anticipate a more precise manner in which to review and recover subrogation money related to the injuries and wages the district pays out on its sworn officers related to third-party tortfeasors. Additionally, the Tort Division continues to work closely with the Office of Attorney General (OAG) to assist with complex injury claims. ORM is continuing to add agencies to the module and would like to continue to do so for FY24.



District Audit Tracking System

”ORM along with agency partners District-wide will work to create a new audit tracking system and process within the structure of ERisk. The new system will not only give ORM and partner agencies greater visibility into audit process and procedure, but it will also allow for ORM and partner agencies to assess agency performance related to audits.

ORM’s Risk Prevention and Safety (RPS) division will lead the effort working to develop the software, training pilot agencies and work with pilot agencies to import data by close of Q1 FY2020. After the completion of the audit pilot RPS will work in Q2 with the development team on improvements as well as begin the communication with all District-wide agencies on the new process and procedures. By close of FY20 all District agencies will be aware of the new process, an SOP as well as a user guide will be created and RPS will be able to show dashboards related to agency audits. ”

Completed to date: 75-99%

We continue to track audits from published audit reports, and will follow-up with agencies for status updates on open findings /recommendations.

We would like to continue to develop the audit tracking system. ORM is continuing to bring onboard additional agencies and work with partner agencies to correct issues when they arise.

## 6 2023 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

### Key Performance Indicators

Measure	Directionality	FY 2021	FY 2022	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3	FY 2023 Q4	FY 2023	FY 2023 Target	Was 2023 KPI Met?	Explanation of Unmet KPI
<b>Identify, measure, analyze and mitigate the District government's exposure to risk and liability.</b>											
Percent of eligible facilities for which agencies have submitted an Emergency Response Plan (ERP) for approval by ORM	Up is Better	82%	73%	5%	1%	6%	61%	73%	85%	Unmet	ORM continues to see improvement in collection, but we rely on partner agencies submitting their plan. The team continues to follow-up and contact all agencies. It may make more sense to make this a WLM, rather than a KPI, as we rely on other agencies to submit these plans.
Percent of known and applicable government real estate property assets insured by private insurance	Up is Better	100%	100%	100%	100%	100%	100%	100%	100%	Met	
<b>Administer the Public Sector Workers' Compensation Program to provide benefits for disability or death of a District Government employee resulting from personal injury sustained while in the performance of his or her duty.</b>											
Percent of claims opened and assigned (three point contact) within five (5) business days of receipt by ORM's Public Sector Workers' Compensation Program	Up is Better	99%	97.3%	99%	98%	100%	96%	98.3%	90%	Met	
Percent of compensability decisions conveyed to employees within 30 days	Up is Better	99%	99.8%	100%	100%	100%	100%	100%	80%	Met	
Dollars recouped in Public Sector Workers' Compensation Subrogation Matters	Up is Better	\$221,177.44	\$53,414.60	Annual Measure	Annual Measure	Annual Measure	Annual Measure	\$56,028.4	\$100,000.0	Unmet	This KPI should probably become a WLM, as we can't force a subrogation claim. We can only pursue and collect on these types of claims when they occur. We don't dictate what involves subro collection. ORM did pursue on 14 new claims, so when a subro claim is submitted, ORM is pursuing it.

Key Performance Indicators (continued)

Measure	Directionality	FY 2021	FY 2022	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3	FY 2023 Q4	FY 2023	FY 2023 Target	Was 2023 KPI Met?	Explanation of Unmet KPI
Improve agency awareness of ORM's Public Sector Workers' Compensation Program by training and providing a presentation to 5 Agencies	Up is Better	10	12	1	5	3	1	10	5	Met	
Percent of 9-A Appeal to The Chief Risk Officer decisions issued within 30 days of receipt	Up is Better	94%	76.3%	70%	78%	85%	100%	83.3%	75%	Met	
Percent of A-1 Request for Audit or Certification of Award decisions issued within 30 days of receipt	Up is Better	100%	87.5%	100%	100%	100%	100%	100%	75%	Met	
Percent of claims medications filled as generic vs. brand name	Up is Better	87%	86.5%	88%	90%	93%	90%	90.3%	80%	Met	
Percent of medical authorizations handled by internal clinical review vs. requiring external utilization review	Up is Better	95%	90%	71%	55%	65%	76%	66.8%	60%	Met	
Percent of intake and customer service calls received and assisted within 3 rings	Up is Better	98%	99%	99%	99%	99%	100%	99.3%	80%	Met	
<b>Receives and investigates claims against the District government with the goal of negotiating and preparing claims for fair and timely disposition.</b>											
The average cost to process a claim per claims specialist	Down is Better	148.34	126.8	72.52	83.59	85.57	83.36	\$81.26	159	Met	
Amount of monies ORM recovers for the District of Columbia via Subrogation	Up is Better	\$773,843.7	\$583,374.3	\$122,727.38	\$369,417.6	\$203,547.4	\$342,555.0	\$1,038,247.	\$350,000.	Met	
Number of days it takes to resolve a Tort claim in the same fiscal year excluding extraordinary cases once agency request is received	Down is Better	19.5	20	17	19	15	23	19	25	Met	
<b>Collect monies owed to the District as a result of Third Party tortfeasors whose negligence or intentional acts result in damages and losses to the District.</b>											
Ratio of open to closed tort subrogation claim files	Down is Better	0.57	0.5	0.37	0.56	0.36	0.41	0.43	0.5	Met	
Percent of claims recovered within the same fiscal year, excluding extraordinary cases (Total Loss, etc.)	Up is Better	38.5%	34%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	28%	25%	Met	

Workload Measures

Measure	FY 2021	FY 2022	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3	FY 2023 Q4	FY 2023
<b>Alive and well checks for Workers' Compensation Program</b>							
Number of alive and well checks done by the Investigation unit for the Public Sector Workers' Compensation Program	75	10	2	1	1	1	5
<b>Conducts site safety inspections of District government properties</b>							
Number of environmental and safety inspections at District Government buildings conducted by ORM	260	177	Annual Measure	Annual Measure	Annual Measure	Annual Measure	271
<b>Obtain and review driving records for operators of District vehicles</b>							
Number of instances when the Risk Prevention and Safety Division communicates with other Agencies regarding "How's My Driving" (Limited to incident reporting and complaints)	204	397	Annual Measure	Annual Measure	Annual Measure	Annual Measure	547
<b>Provide advice to District agencies on risk and insurance policies and practices</b>							
Number of contract and insurance risk management training sessions offered to agency officials	37	22	Annual Measure	Annual Measure	Annual Measure	Annual Measure	15
Amount of insurance contracts reviews completed in fiscal year (these reviews include contracts, addendums, certificate of insurance and related discussions).	9,642	6,901	Annual Measure	Annual Measure	Annual Measure	Annual Measure	4152
<b>Conduct orientations, trainings and job fairs to injured employee's of the Public Sector Workers' Compensation Program and Return to Work Program</b>							
Number of claimants who participated in Vocational Rehabilitation	35	14	0	1	4	8	13
<b>Manage claims submitted by employees to determine if the injury sustained is compensable</b>							
Total new workers' compensation claims processed within fiscal year	615	731	Annual Measure	Annual Measure	Annual Measure	Annual Measure	695
Average number of Public Sector Workers' Compensation claims managed per adjuster by fiscal year	69.8	63	Annual Measure	Annual Measure	Annual Measure	Annual Measure	54
Total number of indemnity claims by fiscal year	268.5	266	Annual Measure	Annual Measure	Annual Measure	Annual Measure	223
Total number of open workers' compensation claims by fiscal year	891	859	Annual Measure	Annual Measure	Annual Measure	Annual Measure	772
Number of claims where a nurse case manager has been assigned for fiscal year	772	471	Annual Measure	Annual Measure	Annual Measure	Annual Measure	519

Workload Measures (continued)

Measure	FY 2021	FY 2022	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3	FY 2023 Q4	FY 2023
Number of Public Sector Workers' Compensation Claims that qualify for permanent partial disability (PPD) by fiscal year	43	29	Annual Measure	Annual Measure	Annual Measure	Annual Measure	21
Number of incident injuries that result in loss time (indemnity accepted claims)	131	147	32	33	41	36	142
Total number of medical only claims by fiscal year	725	593	Annual Measure	Annual Measure	Annual Measure	Annual Measure	525
<b>Ongoing management of accepted claim for medical treatment and/or indemnity payments</b>							
Total workers' compensation claims closed by normal claims management process within fiscal year	881	770	Annual Measure	Annual Measure	Annual Measure	Annual Measure	913
Number of new Public Sector Workers' Compensation Program incidents converted to claims	595	706	150	193	151	207	701
<b>Public Sector Workers' Compensation Administrative Actions</b>							
Number of new Workers' Compensation incidents reported	855	1,051	220	290	252	272	1034
Individual pieces of mail received, processed and uploaded into ERisk per fiscal year	11,937	11,425	Annual Measure	Annual Measure	Annual Measure	Annual Measure	11,071
Individual intake and customer service calls received and assisted per fiscal year	4,909	3,066	Annual Measure	Annual Measure	Annual Measure	Annual Measure	1809
<b>Return injured employee back to work as soon as medically possible in an alternative, modified, part-time and/or full-time capacity</b>							
Number of claimants returned to work full time within fiscal year	76	98	Annual Measure	Annual Measure	Annual Measure	Annual Measure	188
<b>Investigations</b>							
Number of conducted investigations related to Public Sector Workers' Compensation Program (not including alive and well checks)	169	166	38	20	29	16	103
Number of conducted investigations related to Tort Division claims	58	27	10	5	9	11	35
<b>Receive §12-309 notices for alleged claims against the District</b>							
Number of new tort claims filed with ORM	1,298	1,563	Annual Measure	Annual Measure	Annual Measure	Annual Measure	1662
Total number of claims opened and closed (denied and settled) within the same fiscal year	428	506	Annual Measure	Annual Measure	Annual Measure	Annual Measure	700

Workload Measures (continued)

Measure	FY 2021	FY 2022	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3	FY 2023 Q4	FY 2023
<b>Review the facts and assess the merits of the claims for disposition by way of settlements or denials</b>							
Number of tort claims closed by ORM (denied and settled)	1,386	1,524	Annual Measure	Annual Measure	Annual Measure	Annual Measure	1828
Total number of claims settled by ORM	197	163	Annual Measure	Annual Measure	Annual Measure	Annual Measure	160
<b>Provide notice to third party tortfeasors of the District's intent to subrogate and pursue recovery of monies owed to the District as a result of damages and losses due to third party tortfeasors actions</b>							
Total number of lien notice letters issued by the Public Sector Workers' Compensation Program in fiscal year	165	263	Annual Measure	Annual Measure	Annual Measure	Annual Measure	380
<b>Recover monies through subrogation efforts either in resolution of a settlement or lawsuit</b>							
Number of new subrogation claims pursued by the Public Sector Workers' Compensation Program in fiscal year	65	83	10	25	12	14	61
Number of subrogation claims pursued and collected	119	111	Annual Measure	Annual Measure	Annual Measure	Annual Measure	164
<b>Risk Council Meetings</b>							
Number of Risk Council Meetings conducted by ORM	3	4	2	1	1	1	5
<b>Bill Review</b>							
Number of Public Sector Workers' Compensation claims audited in fiscal year	423	274	Annual Measure	Annual Measure	Annual Measure	Annual Measure	391
Number of medical bills received and paid by the Public Sector Workers' Compensation Program by fiscal year	9,039	10,837	Annual Measure	Annual Measure	Annual Measure	Annual Measure	11,632

**ATTACHMENT 11**



**D.C. OFFICE OF RISK MANAGEMENT**  
**FY 2024 PERFORMANCE PLAN**

**NOVEMBER 15, 2023**



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# 1 D.C. OFFICE OF RISK MANAGEMENT

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*Mission:* The mission of the Office of Risk Management (ORM) is to reduce the probability, occurrence and cost of risk to the District of Columbia government.

*Services:* ORM implements its mission through four programs: Risk Prevention and Safety Division (RPS), Public Sector Workers Compensation Program, Tort Liability Program and the Captive Insurance Agency. An individual summary of services is provided by division in each section. **PERFORMANCE PLAN DIVISIONS:** Risk Prevention and Safety Division (RPS), Public Sector Workers Compensation Program, Tort Liability Program, Captive Insurance Agency, and Agency Management

## 2 2024 OBJECTIVES

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### Strategic Objective

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Identify, measure, analyze and mitigate the District government's exposure to risk and liability.

Administer the Public Sector Workers' Compensation Program to provide benefits for disability or death of a District Government employee resulting from personal injury sustained while in the performance of his or her duty.

Receives and investigates claims against the District government with the goal of negotiating and preparing claims for fair and timely disposition.

Collect monies owed to the District as a result of Third Party tortfeasors whose negligence or intentional acts result in damages and losses to the District.

Create and maintain a highly efficient, transparent, and responsive District government.

Vendor and provider relations needs including medical bill review, compliance, and medical provider assessment.

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### 3 2024 OPERATIONS

Operation Title	Operation Description	Type of Operation
<b>Identify, measure, analyze and mitigate the District government's exposure to risk and liability.</b>		
Conducts site safety inspections of District government properties	ORM's Occupational Safety and Health inspectors conduct inspections of District owned and operated buildings to ensure that building inspections and follow-up inspections are (a) conducted using Occupational Safety and Health Administration's (OSHA) guidelines and (b) communicated to the Directors and Agency Risk Management Representatives (ARMR's) to ensure that the buildings are safe, healthy, and comply with OSHA standards and regulations.	Daily Service
Administration of the District's hybrid Self-Insurance program to include issuance of self-insurance certification letters	The Government of the District of Columbia operates as a self-insured entity. When a District agency requires proof of insurance (evidence of self-insurance), the DC Office of Risk Management (ORM) will review and consider all requests for such proof. If the request is approved, a self insurance letter will be issued to the petitioner.	Daily Service
Provide advice to District agencies on risk and insurance policies and practices	Agencies frequently seek advice from ORM on how to protect the District from risks and liabilities as they carry out agency initiatives, contracts and coordinating special events. A training platform has been developed to review the minimum insurance requirements for contractors and vendors. The following areas were addressed - ORM's purpose, the need for insurance, self insurance programs, the Captive, risk / exposure identification, contract insurance requirements, multiple lines of business and their application, additional insureds, subrogation, Anti-Deficiency Act, indemnification clause, certificates of insurance, contract review, timeline and process for review by ORM.	Daily Service
Procure and maintain insurance coverage(s) for District government real estate property assets	ORM, through the Captive Insurance Agency, hired a third-party commercial property insurance broker and purchased commercial property insurance, including terrorism coverage for District-owned property for the purpose of building a stronger District property risk management program through a combination of self-insurance and private insurance.	Daily Service
Obtain and review driving records for operators of District vehicles	ORM, in partnership with other District government agencies, aims to prevent driver negligence of employees who use a District vehicle for business purposes by obtaining and reviewing driving records. Agencies with high risk drivers are alerted and advised to take appropriate and necessary action to mitigate risk; including but not limited to revoking driving privileges.	Daily Service

(continued)

Operation Title	Operation Description	Type of Operation
Provide a system for identifying, measuring, analyzing and mitigating the District government's exposure to risk and liability	ORM will be integrating functionality within the Enterprise Risk Management System (ERMS) to manage daily operations for each agency.	Key Project
Provides guidance and training to agencies on risk analysis and mitigation	The Office of Risk Management collaborates with all Agency Risk Management Representatives (ARMRs) on emergency response to determine the areas where the District has the greatest exposure to risk and make recommendations to minimize its occurrence.	Daily Service
Alive and well checks for Workers' Compensation Program	Number of alive and well checks done by the Investigation unit for the Public Sector Workers' Compensation Program	Daily Service
<b>Administer the Public Sector Workers' Compensation Program to provide benefits for disability or death of a District Government employee resulting from personal injury sustained while in the performance of his or her duty.</b>		
Public Sector Workers' Compensation Administrative Actions	Dedicated resources utilized to process and assist the Public Sector Workers' Compensation claims management process including claims intake and provider relations services.	Daily Service
Ongoing management of accepted claim for medical treatment and/or indemnity payments	Once a claim is accepted, ORM continuously reviews and analyzes medical and loss wage payments for compensability.	Daily Service
Return injured employee back to work as soon as medically possible in an alternative, modified, part-time and/or full-time capacity	Return to work simply means helping an employee get back to work as soon as possible after a job-related injury or illness. Through additional concrete efforts ORM will create alternative methods of support in order to return more employees back to work.	Daily Service
Conduct orientations, trainings and job fairs to injured employee's of the Public Sector Workers' Compensation Program and Return to Work Program	Returns to work orientations are conducted monthly. The purpose is to educate injured workers on the Return to Work process. Trainings consist of resume writing, basic computer skills, and interview skills. Job fairs are held quarterly, consisting of DC Government agencies and outside organizations who conduct on-the-spot interviews for permanent placement.	Daily Service
Manage claims submitted by employees to determine if the injury sustained is compensable	The primary goal of the Public Sector Workers' Compensation Program is to respond to workplace injuries with the best, most appropriate medical care at a reasonable cost, and to return employees back to work as soon as medically possible. ORM will work with agency partners to analyze and ensure injuries are work related through an integrated, active process.	Daily Service

**Receives and investigates claims against the District government with the goal of negotiating and preparing claims for fair and timely disposition.**

(continued)

Operation Title	Operation Description	Type of Operation
Administer the Settlement and Judgement Fund	ORM authorizes pre-litigation settlements through its operation of the tort liability program. ORM continues to improve its analysis and review of payments from the settlement and judgement fund.	Daily Service
Review the facts and assess the merits of the claims for disposition by way of settlements or denials	The claims adjuster will: 1) contact the claimant and the parties involved 2) contact the District agency involved for internal reports and investigative information 3)gather and inspect all relevant information regarding a claim including photos, quotes, estimates, witness statements, etc. 4) enter additional information/investigation details into claims management system 5) determination to accept or reject a claim	Daily Service
Coordination with responsible District agencies to determine whether to accept a claim and enter into a pre-litigation settlement or reject the claim	ORM will reach out the involved agency for supporting documentation in order to assess liability. Upon determination of liability, ORM will reach out the claimant directly.	Daily Service
Receive §12-309 notices for alleged claims against the District	The Tort Liability Division investigates and resolves claims filed against the District of Columbia pursuant to D.C. Code § 12-309. Individuals can file a tort claim against the District for unliquidated losses (property damage or personal injury) arising out of the actions or inactions of the District and/or its employees. Once a claim has been received and logged into the claims database, it is assigned to an adjuster for investigation and handling.	Daily Service
Investigations	Investigations related to Tort and Public Sector Workers' Compensation incidents and claims.	Daily Service
<b>Collect monies owed to the District as a result of Third Party tortfeasors whose negligence or intentional acts result in damages and losses to the District.</b>		
Review District agency incident reports and determine if damages and losses to the District is as a result of negligence or intentional act of a third party	ORM assesses liability pursuant to supporting documentation requested and received from agencies.	Daily Service
Provide notice to third party tortfeasors of the District's intent to subrogate and pursue recovery of monies owed to the District as a result of damages and losses due to third party tortfeasors actions	ORM relies on supporting documentation from the agencies to assist in the subrogation process.	Daily Service
Recover monies through subrogation efforts either in resolution of a settlement or lawsuit	ORM's staff will analyze , pursue, and support OAG in litigation efforts to collect on losses incurred by third party actors.	Daily Service

(continued)

Operation Title	Operation Description	Type of Operation
<b>Create and maintain a highly efficient, transparent, and responsive District government.</b>		
Risk Council Meetings	Risk Council Meetings coordination with Agency ARMRs	Key Project
Agency Information Presentations	ORM is working to touch all District Agencies to communicate our operations and services.	Key Project
District Audit Tracking	Enter, review and track audit information for both the District's Single Audit and agency individual audits.	Daily Service
<b>Vendor and provider relations needs including medical bill review, compliance, and medical provider assessment.</b>		
Bill Review	Review of medical provider billing	Daily Service

## 4 2024 STRATEGIC INITIATIVES

Title	Description	Proposed Completion Date
Enterprise Risk Management (ERM) Pilot Program	In FY19 ORM embarked on an Enterprise Risk Management (ERM) pilot program with test agencies. In FY20 ORM will work to establish/build an ERM framework in its ERisk platform and train ten more agencies on the use of the ERM structure, monitoring, and improving the program. The new system will give agencies a structure to analyze and assess their agencies risks and give them data and dashboards to visualize what risks they currently have and where improvement and risk mitigation can be structured. ORM will assist in teaching agencies how to view and analyze this data and offer training's and assistance in risk mitigation strategies.	45565
Claims Management Playbook	Claims Management Playbook - ORM will develop playbook that will layout the plan and job roles for members of the team in the event of any kind of major loss for the District.	45565
District Audit Tracking System	"ORM along with agency partners District-wide will work to create a new audit tracking system and process within the structure of ERisk. The new system will not only give ORM and partner agencies greater visibility into audit process and procedure, but it will also allow for ORM and partner agencies to assess agency performance related to audits. ORM's Risk Prevention and Safety (RPS) division will lead the effort working to develop the software, training pilot agencies and work with pilot agencies to import data by close of Q1 FY2020. After the completion of the audit pilot RPS will work in Q2 with the development team on improvements as well as begin the communication with all District-wide agencies on the new process and procedures. By close of FY20 all District agencies will be aware of the new process, an SOP as well as a user guide will be created and RPS will be able to show dashboards related to agency audits. "	45565



## 5 2024 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

### Key Performance Indicators

Measure	Directionality	FY 2021	FY 2022	FY 2023	FY 2024 Target
<b>Identify, measure, analyze and mitigate the District government's exposure to risk and liability.</b>					
Percent of eligible facilities for which agencies have submitted an Emergency Response Plan (ERP) for approval by ORM	Up is Better	82%	73%	73%	85%
Percent of known and applicable government real estate property assets insured by private insurance	Up is Better	100%	100%	100%	100%
<b>Administer the Public Sector Workers' Compensation Program to provide benefits for disability or death of a District Government employee resulting from personal injury sustained while in the performance of his or her duty.</b>					
Percent of claims opened and assigned (three point contact) within five (5) business days of receipt by ORM's Public Sector Workers' Compensation Program	Up is Better	99%	97.3%	98%	90%
Percent of 9-A Appeal to The Chief Risk Officer decisions issued within 30 days of receipt	Up is Better	94%	76.3%	83%	75%
Percent of A-1 Request for Audit or Certification of Award decisions issued within 30 days of receipt	Up is Better	100%	87.5%	100%	75%
Dollars recouped in Public Sector Workers' Compensation Subrogation Matters	Up is Better	\$221,177.44	\$53,414.60	\$56,028.40	\$100,000.00
Percent of compensability decisions conveyed to employees within 30 days	Up is Better	99%	99.8%	100%	80%
Improve agency awareness of ORM's Public Sector Workers' Compensation Program by training and providing a presentation to 5 Agencies	Up is Better	10	12	10	5
Percent of claims medications filled as generic vs. brand name	Up is Better	87%	86.5%	90%	80%
Percent of intake and customer service calls received and assisted within 3 rings	Up is Better	98%	99%	99%	80%
Percent of medical authorizations handled by internal clinical review vs. requiring external utilization review	Up is Better	95%	90%	67%	50%
<b>Receives and investigates claims against the District government with the goal of negotiating and preparing claims for fair and timely disposition.</b>					
The average cost to process a claim per claims specialist	Down is Better	\$148.34	\$126.80	\$81.26	\$159.00
Amount of monies ORM recovers for the District of Columbia via Subrogation	Up is Better	\$773,843.76	\$583,374.30	\$1,038,247.55	\$350,000.00

Key Performance Indicators (continued)

Measure	Directionality	FY 2021	FY 2022	FY 2023	FY 2024 Target
Number of days it takes to resolve a Tort claim in the same fiscal year excluding extraordinary cases once agency request is received	Down is Better	19.5	20	19	25
<b>Collect monies owed to the District as a result of Third Party tortfeasors whose negligence or intentional acts result in damages and losses to the District.</b>					
Percent of claims recovered within the same fiscal year, excluding extraordinary cases (Total Loss, etc.)	Up is Better	38.5%	34%	28%	25%
Ratio of open to closed tort subrogation claim files	Down is Better	0.57	0.5	0.43	0.5

Workload Measures

Measure	FY 2021	FY 2022	FY 2023
<b>Alive and well checks for Workers' Compensation Program</b>			
Number of alive and well checks done by the Investigation unit for the Public Sector Workers' Compensation Program	75	10	1
<b>Conducts site safety inspections of District government properties</b>			
Number of environmental and safety inspections at District Government buildings conducted by ORM	260	177	271
<b>Obtain and review driving records for operators of District vehicles</b>			
Number of instances when the Risk Prevention and Safety Division communicates with other Agencies regarding "How's My Driving" (Limited to incident reporting and complaints)	204	397	547
<b>Provide advice to District agencies on risk and insurance policies and practices</b>			
Number of contract and insurance risk management training sessions offered to agency officials	37	22	15
Amount of insurance contracts reviews completed in fiscal year (these reviews include contracts, addendums, certificate of insurance and related discussions).	9642	6,901	4,152
<b>Conduct orientations, trainings and job fairs to injured employee's of the Public Sector Workers' Compensation Program and Return to Work Program</b>			
Number of claimants who participated in Vocational Rehabilitation	35	14	13
<b>Manage claims submitted by employees to determine if the injury sustained is compensable</b>			
Total new workers' compensation claims processed within fiscal year	615	731	695
Average number of Public Sector Workers' Compensation claims managed per adjuster by fiscal year	69.8	63	54
Total number of medical only claims by fiscal year	725	593	525
Total number of indemnity claims by fiscal year	268.5	266	223
Total number of open workers' compensation claims by fiscal year	891	859	772
Number of claims where a nurse case manager has been assigned for fiscal year	772	471	519

Workload Measures (continued)

Measure	FY 2021	FY 2022	FY 2023
Number of Public Sector Workers' Compensation Claims that qualify for permanent partial disability (PPD) by fiscal year	43	29	21
Number of incident injuries that result in loss time (indemnity accepted claims)	131	147	142
<b>Ongoing management of accepted claim for medical treatment and/or indemnity payments</b>			
Total workers' compensation claims closed by normal claims management process within fiscal year	881	770	913
Number of new Public Sector Workers' Compensation Program incidents converted to claims	595	706	701
<b>Public Sector Workers' Compensation Administrative Actions</b>			
Number of new Workers' Compensation incidents reported	855	1,051	1,034
Individual pieces of mail received, processed and uploaded into ERisk per fiscal year	11,937	11,425	11,071
Individual intake and customer service calls received and assisted per fiscal year	4,909	3,066	1,809
<b>Return injured employee back to work as soon as medically possible in an alternative, modified, part-time and/or full-time capacity</b>			
Number of claimants returned to work full time within fiscal year	76	98	188
<b>Investigations</b>			
Number of conducted investigations related to Public Sector Workers' Compensation Program (not including alive and well checks)	169	166	103
Number of conducted investigations related to Tort Division claims	58	27	35
<b>Receive §12-309 notices for alleged claims against the District</b>			
Number of new tort claims filed with ORM	1,298	1,563	1,662
Total number of claims opened and closed (denied and settled) within the same fiscal year	428	506	700
<b>Review the facts and assess the merits of the claims for disposition by way of settlements or denials</b>			
Number of tort claims closed by ORM (denied and settled)	1,386	1,524	1,828

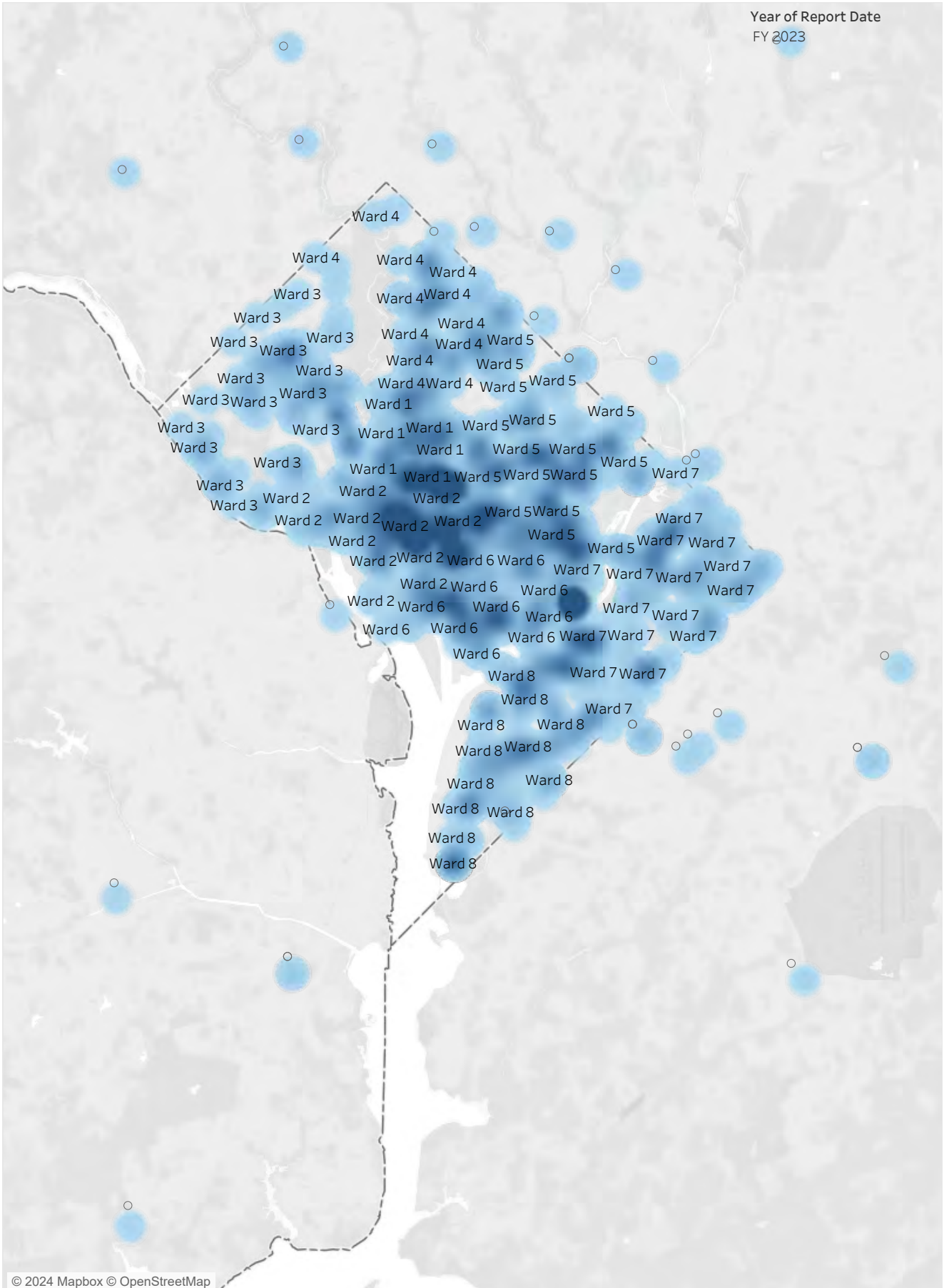
Workload Measures (continued)

Measure	FY 2021	FY 2022	FY 2023
Total number of claims settled by ORM	197	163	160
<b>Provide notice to third party tortfeasors of the District's intent to subrogate and pursue recovery of monies owed to the District as a result of damages and losses due to third party tortfeasors actions</b>			
Total number of lien notice letters issued by the Public Sector Workers' Compensation Program in fiscal year	165	263	380
<b>Recover monies through subrogation efforts either in resolution of a settlement or lawsuit</b>			
Number of new subrogation claims pursued by the Public Sector Workers' Compensation Program in fiscal year	65	83	61
Number of subrogation claims pursued and collected	119	111	164
<b>Risk Council Meetings</b>			
Number of Risk Council Meetings conducted by ORM	3	4	5
<b>Bill Review</b>			
Number of Public Sector Workers' Compensation claims audited in fiscal year	423	274	391
Number of medical bills received and paid by the Public Sector Workers' Compensation Program by fiscal year	9,039	10,837	11,632

**ATTACHMENT 12**

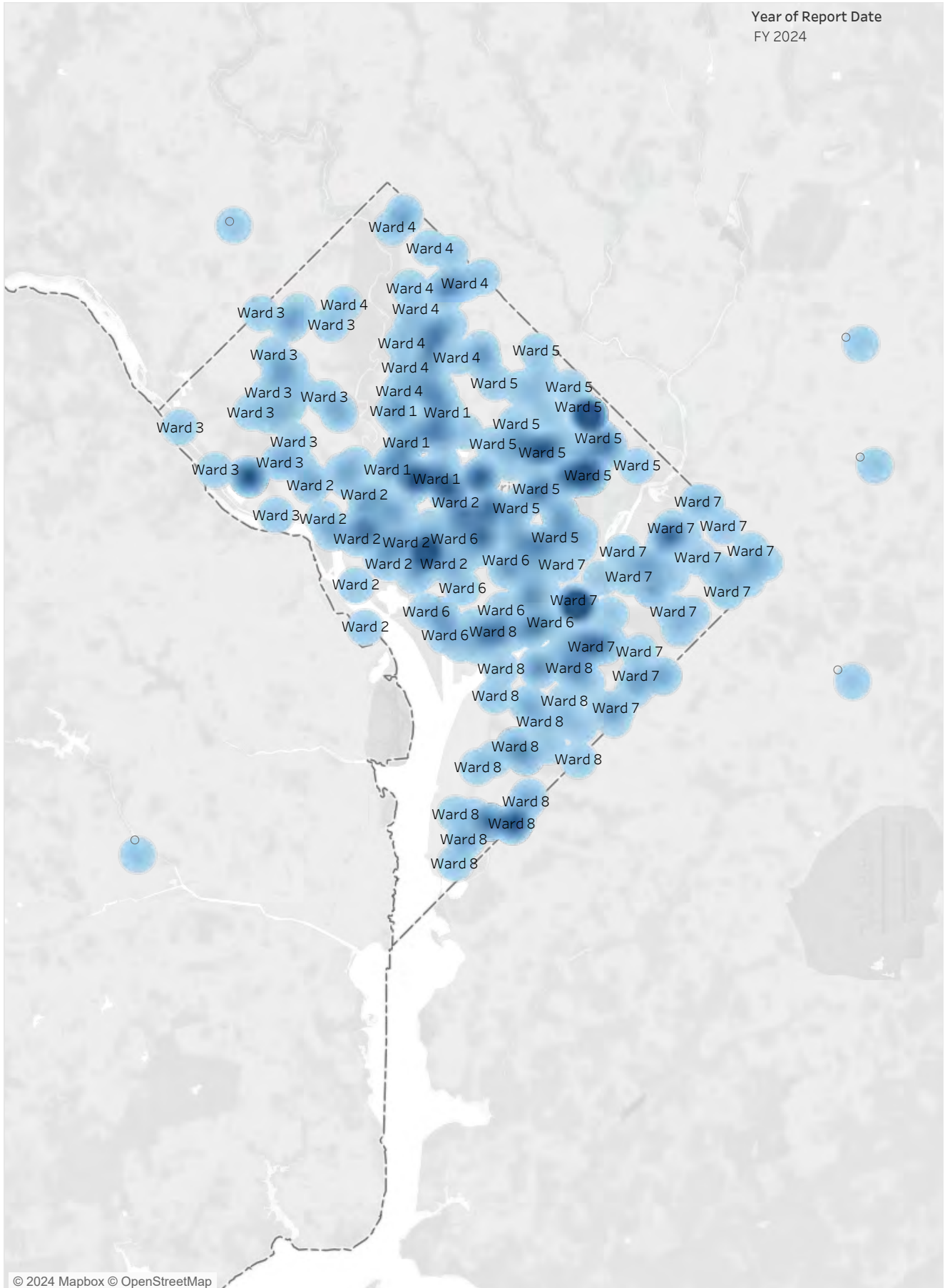
# Tort Claims by FY

Year of Report Date  
FY 2023



# Tort Claims by FY

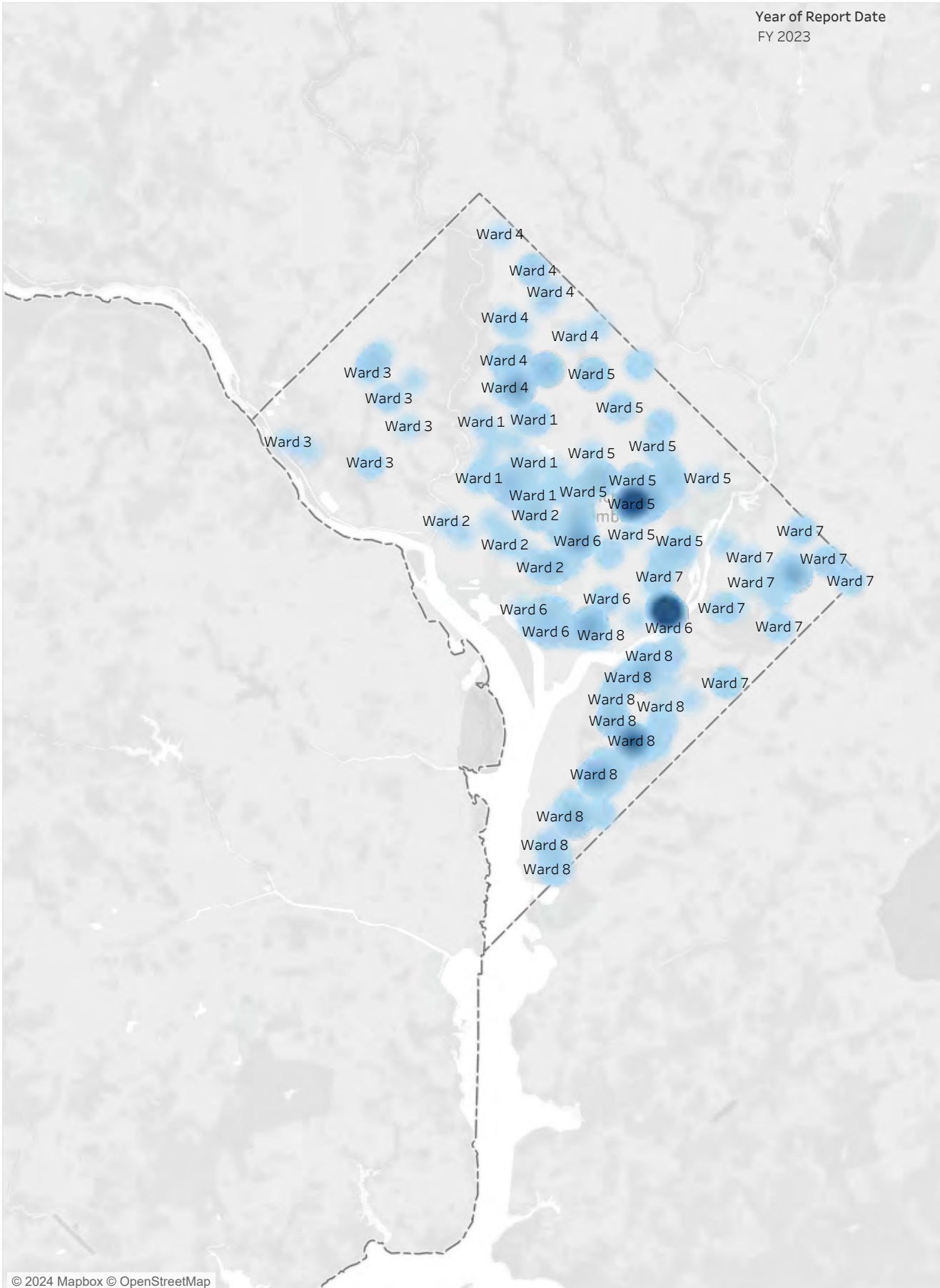
Year of Report Date  
FY 2024





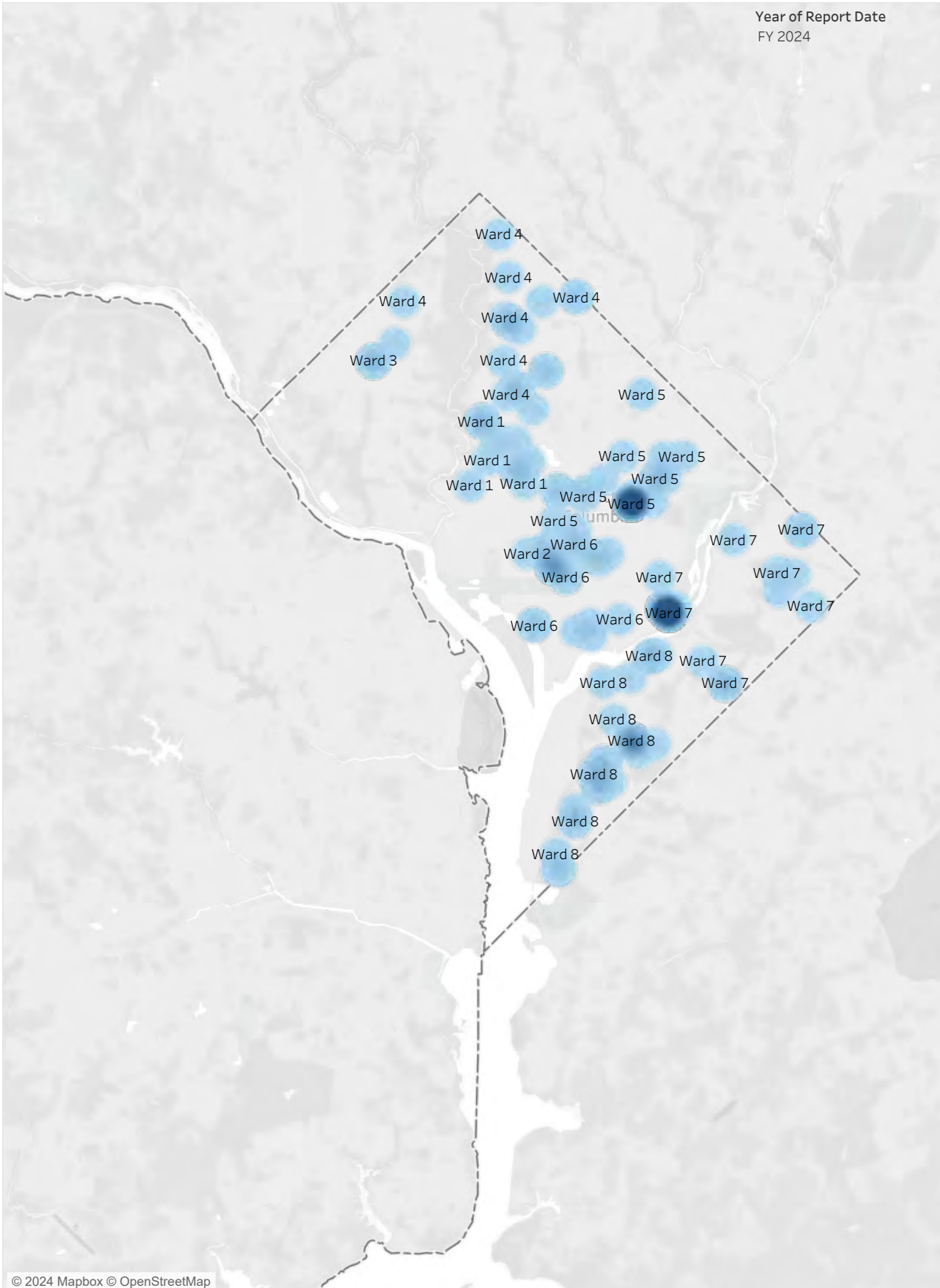
# WC Claims by FY

Year of Report Date  
FY 2023



# WC Claims by FY

Year of Report Date  
FY 2024



**ATTACHMENT 13**

Inspection Number	Agency	Address	Inspector	Date of Inspection
ISP-24-00016	KA - District Department of Transportation	201 BRYANT STREET NW	Gregory Webb	01/09/2024
ISP-24-00015	HA - Department of Parks and Recreation	2500 GEORGIA AVENUE NW	Gregory Webb	01/09/2024
ISP-24-00014	FB - Fire & Emergency Medical Services Department	4930 CONNECTICUT AVENUE NW	Gregory Webb	01/09/2024
OSH-24-00001	GA - DC Public Schools	3600 ALABAMA AVENUE SE	Sharron Clarke	01/09/2024
ISP-24-00012	CE - DC Public Library	1350 49TH STREET NE	Thomas Cawiezell	01/04/2024
ISP-24-00009	BE - DC Department of Human Resources	1015 HALF STREET SE	Sharron Clarke	01/04/2024
ISP-24-00010	HA - Department of Parks and Recreation	1547 ALABAMA AVENUE SE	Sharron Clarke	01/03/2024
ISP-24-00006	CE - DC Public Library	3935 BENNING ROAD NE	Thomas Cawiezell	01/03/2024
ISP-24-00004	FB - Fire & Emergency Medical Services Department	550 WATER STREET SW	Gregory Webb	01/03/2024
ISP-24-00013	CE - DC Public Library	3660 ALABAMA AVENUE SE	Thomas Cawiezell	01/02/2024
ISP-24-00011	HA - Department of Parks and Recreation	2311 14TH STREET NE	Thomas Cawiezell	01/02/2024
ISP-24-00003	FB - Fire & Emergency Medical Services Department	3412 DENT PLACE NW	Gregory Webb	01/02/2024
ISP-24-00002	BY - Department of Aging and Community Living	500 K STREET NE	Sharron Clarke	01/02/2024
ISP-24-00001	HA - Department of Parks and Recreation	2412 RAND PLACE NE	Thomas Cawiezell	12/28/2023
ISP-23-00418	FB - Fire & Emergency Medical Services Department	1617 U STREET NW	Gregory Webb	12/28/2023
ISP-23-00417	FB - Fire & Emergency Medical Services Department	1300 NEW JERSEY AVENUE NW	Gregory Webb	12/28/2023
ISP-24-00005	CE - DC Public Library	115 ATLANTIC STREET SW	Thomas Cawiezell	12/27/2023
ISP-23-00416	FB - Fire & Emergency Medical Services Department	6825 GEORGIA AVENUE NW	Gregory Webb	12/27/2023
ISP-23-00415	FB - Fire & Emergency Medical Services Department	2531 SHERMAN AVENUE NW	Gregory Webb	12/27/2023
ISP-23-00413	FB - Fire & Emergency Medical Services Department	3170 V STREET NE	Gregory Webb	12/26/2023
ISP-23-00412	FB - Fire & Emergency Medical Services Department	3 DC VILLAGE LANE SW	Gregory Webb	12/26/2023
ISP-23-00411	FB - Fire & Emergency Medical Services Department	4600 SHEPHERD PARKWAY SW	Gregory Webb	12/26/2023
ISP-23-00410	FB - Fire & Emergency Medical Services Department	1103 HALF STREET SW	Gregory Webb	12/26/2023
ISP-23-00409	FB - Fire & Emergency Medical Services Department	1101 HALF STREET SW	Gregory Webb	12/26/2023
ISP-23-00408	FB - Fire & Emergency Medical Services Department	1520 C STREET SE	Gregory Webb	12/22/2023
ISP-23-00407	FB - Fire & Emergency Medical Services Department	101 ATLANTIC STREET SE	Gregory Webb	12/22/2023
ISP-23-00406	FB - Fire & Emergency Medical Services Department	2425 IRVING STREET SE	Gregory Webb	12/22/2023
ISP-23-00405	HA - Department of Parks and Recreation	555 L STREET SE	Sharron Clarke	12/21/2023
ISP-23-00403	CE - DC Public Library	155 L STREET NW	Sharron Clarke	12/20/2023
ISP-23-00402	BY - Department of Aging and Community Living	3001 ALABAMA AVENUE SE	Sharron Clarke	12/20/2023
ISP-23-00414	HA - Department of Parks and Recreation	1280 SUMNER ROAD SE	Thomas Cawiezell	12/19/2023
ISP-23-00400	FB - Fire & Emergency Medical Services Department	3203 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	12/19/2023
ISP-23-00399	FB - Fire & Emergency Medical Services Department	4201 MINNESOTA AVENUE NE	Gregory Webb	12/18/2023
ISP-23-00398	FB - Fire & Emergency Medical Services Department	1340 RHODE ISLAND AVENUE NE	Gregory Webb	12/18/2023
ISP-23-00397	FB - Fire & Emergency Medical Services Department	3522 CONNECTICUT AVENUE NW	Gregory Webb	12/18/2023
ISP-23-00396	FB - Fire & Emergency Medical Services Department	4811 MACARTHUR BOULEVARD NW	Gregory Webb	12/18/2023
ISP-23-00393	FB - Fire & Emergency Medical Services Department	50 49TH STREET NE	Gregory Webb	12/15/2023
ISP-23-00392	BY - Department of Aging and Community Living	500 K STREET NE	Sharron Clarke	12/15/2023
ISP-23-00395	HA - Department of Parks and Recreation	1230 SUMNER ROAD SE	Thomas Cawiezell	12/14/2023
ISP-23-00387	FB - Fire & Emergency Medical Services Department	915 GALLATIN STREET NW	Gregory Webb	12/13/2023
ISP-23-00386	FB - Fire & Emergency Medical Services Department	439 NEW JERSEY AVENUE NW	Gregory Webb	12/13/2023
ISP-23-00384	KA - District Department of Transportation	280 MCMILLAN DRIVE NW	Sharron Clarke	12/13/2023
ISP-23-00385	CE - DC Public Library	3310 CONNECTICUT AVENUE NW	Thomas Cawiezell	12/12/2023
ISP-23-00383	HA - Department of Parks and Recreation	100 N STREET NW	Sharron Clarke	12/12/2023
ISP-23-00382	FB - Fire & Emergency Medical Services Department	5101 GEORGIA AVENUE NW	Gregory Webb	12/12/2023
ISP-23-00381	FB - Fire & Emergency Medical Services Department	2119 G STREET NW	Gregory Webb	12/12/2023
ISP-23-00388	CE - DC Public Library	5625 CONNECTICUT AVENUE NW	Thomas Cawiezell	12/11/2023
ISP-23-00380	HA - Department of Parks and Recreation	1299 NEAL STREET NE	Sharron Clarke	12/11/2023
ISP-23-00378	FB - Fire & Emergency Medical Services Department	4300 WISCONSIN AVENUE NW	Gregory Webb	12/11/2023
ISP-23-00377	FB - Fire & Emergency Medical Services Department	2813 PENNSYLVANIA AVENUE SE	Gregory Webb	12/11/2023
ISP-23-00376	FB - Fire & Emergency Medical Services Department	414 8TH STREET SE	Gregory Webb	12/11/2023
ISP-23-00375	FB - Fire & Emergency Medical Services Department	2101 14TH STREET SE	Gregory Webb	12/11/2023
ISP-23-00373	HA - Department of Parks and Recreation	3100 DENVER STREET SE	Thomas Cawiezell	12/06/2023
ISP-23-00370	HA - Department of Parks and Recreation	100 STODDERT PLACE SE	Thomas Cawiezell	12/05/2023
ISP-23-00368	FB - Fire & Emergency Medical Services Department	1227 MONROE STREET NE	Gregory Webb	12/05/2023
ISP-23-00367	FB - Fire & Emergency Medical Services Department	4801 NORTH CAPITOL STREET NE	Gregory Webb	12/05/2023
ISP-23-00366	FB - Fire & Emergency Medical Services Department	501 4TH STREET SW	Gregory Webb	12/05/2023
ISP-23-00365	FB - Fire & Emergency Medical Services Department	2225 5TH STREET NE	Gregory Webb	12/05/2023
ISP-23-00364	FB - Fire & Emergency Medical Services Department	1342 FLORIDA AVENUE NE	Gregory Webb	12/05/2023
ISP-23-00363	FB - Fire & Emergency Medical Services Department	1763 LANIER PLACE NW	Gregory Webb	12/05/2023
ISP-23-00362	FB - Fire & Emergency Medical Services Department	500 F STREET NW	Gregory Webb	12/05/2023
ISP-23-00361	FB - Fire & Emergency Medical Services Department	1018 13TH STREET NW	Gregory Webb	12/04/2023
ISP-23-00360	FB - Fire & Emergency Medical Services Department	2225 M STREET NW	Gregory Webb	12/04/2023
ISP-23-00369	HA - Department of Parks and Recreation	700 YUMA STREET SE	Thomas Cawiezell	11/29/2023
ISP-23-00359	HA - Department of Parks and Recreation	700 YUMA STREET SE	Thomas Cawiezell	11/29/2023
ISP-23-00357	HA - Department of Parks and Recreation	100 JOLIET STREET SW	Thomas Cawiezell	11/28/2023
OSH-23-00006	KA - District Department of Transportation	2550 BENNING ROAD NE	Sharron Clarke	11/25/2023
ISP-23-00347	FB - Fire & Emergency Medical Services Department	3420 14TH STREET NW	Gregory Webb	11/13/2023
OSH-23-00005	JA - Department of Human Services	3851 ALABAMA AVENUE SE	Gregory Webb	11/02/2023
ISP-23-00344	RK - Office of Risk Management	441 4TH STREET NW	Thomas Cawiezell	10/24/2023
ISP-23-00342	RM - Department of Behavioral Health	35 K STREET NE	Thomas Cawiezell	10/16/2023
ISP-23-00340	HI - Health Benefit Exchange Authority	1225 I STREET NW	Thomas Cawiezell	10/02/2023
ISP-23-00338	AD - Office of the Inspector General	100 M STREET SE	Thomas Cawiezell	09/28/2023
ISP-23-00337	JA - Department of Human Services	1131 SPRING ROAD NW	Thomas Cawiezell	09/26/2023
ISP-23-00335	AD - Office of the Inspector General	100 M STREET SE	Thomas Cawiezell	09/21/2023
ISP-23-00336	BY - Department of Aging and Community Living	1835 EVARTS STREET NE	Thomas Cawiezell	09/19/2023
ISP-23-00332	BY - Department of Aging and Community Living	2501 18TH STREET NE	Thomas Cawiezell	09/11/2023
ISP-23-00331	BY - Department of Aging and Community Living	3531 GEORGIA AVENUE NW	Thomas Cawiezell	09/11/2023
ISP-23-00330	DJ - Office of the People's Counsel	655 15TH STREET NW	Thomas Cawiezell	09/11/2023
ISP-23-00339	PO - Office of Contracting and Procurement	2100 ADAMS PLACE NE	Gregory Webb	08/31/2023
ISP-23-00329	AM - Department of General Services	2200 ADAMS PLACE NE	Gregory Webb	08/31/2023
ISP-23-00328	HA - Department of Parks and Recreation	1310 CHILDRESS STREET NE - FIELD	Thomas Cawiezell	08/30/2023
ISP-23-00327	CF - Department of Employment Services	4058 MINNESOTA AVENUE NE	Thomas Cawiezell	08/30/2023
ISP-23-00325	CE - DC Public Library	4450 WISCONSIN AVENUE NW	Thomas Cawiezell	08/28/2023

Inspection Number	Agency	Address	Inspector	Date of Inspection
ISP-23-00324	HA - Department of Parks and Recreation	4801 NANNIE HELEN BURROUGHS AVENUE NE	Thomas Cawiezell	08/23/2023
ISP-23-00323	KT - Department of Public Works	1833 WEST VIRGINIA AVENUE NE	Thomas Cawiezell	08/23/2023
ISP-23-00326	HA - Department of Parks and Recreation	15 61ST STREET NE	Thomas Cawiezell	08/22/2023
ISP-23-00322	CE - DC Public Library	7420 GEORGIA AVENUE NW	Thomas Cawiezell	08/21/2023
ISP-23-00333	RL - Child and Family Services Agency	200 I STREET SE	Thomas Cawiezell	08/16/2023
ISP-23-00320	HA - Department of Parks and Recreation	820 SOUTH CAPITOL STREET SW	Thomas Cawiezell	08/16/2023
ISP-23-00318	CE - DC Public Library	1701 GALES STREET NE	Thomas Cawiezell	08/16/2023
ISP-23-00321	HA - Department of Parks and Recreation	4001 CALVERT STREET NW	Thomas Cawiezell	08/15/2023
ISP-23-00316	GD - Office of the State Superintendent of Education	1201 17TH STREET NW	Gregory Webb	08/14/2023
ISP-23-00315	GD - Office of the State Superintendent of Education	2115 5TH STREET NE	Gregory Webb	08/14/2023
ISP-23-00313	GD - Office of the State Superintendent of Education	4 DC VILLAGE LANE SW	Gregory Webb	08/14/2023
ISP-23-00312	GD - Office of the State Superintendent of Education	3202 PENNSYLVANIA AVENUE SE	Gregory Webb	08/14/2023
ISP-23-00311	GD - Office of the State Superintendent of Education	100 42ND STREET NE	Gregory Webb	08/14/2023
ISP-23-00310	GD - Office of the State Superintendent of Education	1050 1ST STREET NE	Gregory Webb	08/14/2023
ISP-23-00314	HA - Department of Parks and Recreation	1922 FREDERICK DOUGLASS COURT SE	Thomas Cawiezell	08/10/2023
ISP-23-00317	FA - Metropolitan Police Department	5001 SHEPHERD PARKWAY SW	Thomas Cawiezell	08/09/2023
ISP-23-00307	AM - Department of General Services	1350 PENNSYLVANIA AVENUE NW	Thomas Cawiezell	08/08/2023
ISP-23-00306	GD - Office of the State Superintendent of Education	1201 17TH STREET NW	Gregory Webb	08/08/2023
ISP-23-00308	HA - Department of Parks and Recreation	20 TUCKERMAN STREET NE	Thomas Cawiezell	08/02/2023
ISP-23-00304	HA - Department of Parks and Recreation	5200 SHERRIER PLACE NW	Thomas Cawiezell	08/02/2023
ISP-23-00309	HA - Department of Parks and Recreation	1327 VAN BUREN STREET NW	Thomas Cawiezell	08/01/2023
ISP-23-00303	HA - Department of Parks and Recreation	1333 EMERSON STREET NE	Thomas Cawiezell	07/25/2023
ISP-23-00302	CE - DC Public Library	3160 16TH STREET NW	Thomas Cawiezell	07/24/2023
ISP-23-00301	HA - Department of Parks and Recreation	1875 COLUMBIA ROAD NW	Thomas Cawiezell	07/20/2023
ISP-23-00300	MCU - Office of Communications: Mayor's Correspondence Unit	2720 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	07/20/2023
ISP-23-00299	KA - District Department of Transportation	2860 SOUTH CAPITOL STREET SE	Gregory Webb	07/19/2023
ISP-23-00298	CE - DC Public Library	4901 V STREET NW	Thomas Cawiezell	07/12/2023
ISP-23-00296	FL - Department of Corrections	1901 D STREET SE	Gregory Webb	07/11/2023
ISP-23-00297	HA - Department of Parks and Recreation	2901 20TH STREET NE	Thomas Cawiezell	07/10/2023
ISP-23-00295	HA - Department of Parks and Recreation	5500 41ST STREET NW	Thomas Cawiezell	07/10/2023
ISP-23-00293	CE - DC Public Library	4200 KANSAS AVENUE NW	Thomas Cawiezell	07/06/2023
ISP-23-00292	KA - District Department of Transportation	1338 G STREET SE	Gregory Webb	07/05/2023
ISP-23-00294	BY - Department of Aging and Community Living	324 KENNEDY STREET NW	Thomas Cawiezell	07/04/2023
ISP-23-00291	JA - Department of Human Services	425 2ND STREET NW	Gregory Webb	06/26/2023
ISP-23-00290	CU - Department of Buildings	1900 MASSACHUSETTS AVENUE SE BLDG 08	Gregory Webb	06/26/2023
ISP-23-00289	AM - Department of General Services	441 4TH STREET NW	Gregory Webb	06/22/2023
ISP-23-00288	KV - Department of Motor Vehicles	3270 M STREET NW, SUITE C200	Thomas Cawiezell	06/20/2023
ISP-23-00287	KV - Department of Motor Vehicles	1001 HALF STREET SW	Thomas Cawiezell	06/20/2023
ISP-23-00286	JA - Department of Human Services	342 37TH STREET SE	Gregory Webb	06/20/2023
ISP-23-00285	HA - Department of Parks and Recreation	201 N STREET SW	Thomas Cawiezell	06/15/2023
ISP-23-00319	HA - Department of Parks and Recreation	2200 CHAMPLAIN STREET NW	Thomas Cawiezell	06/14/2023
ISP-23-00284	HA - Department of Parks and Recreation	1555 34TH STREET NW	Thomas Cawiezell	06/13/2023
ISP-23-00283	OTR - Office of Tax and Revenue	1101 4TH STREET SW	Gregory Webb	06/13/2023
ISP-23-00281	JA - Department of Human Services	645 H STREET NE	Gregory Webb	06/12/2023
ISP-23-00280	FA - Metropolitan Police Department	3 DC VILLAGE LANE SW	Gregory Webb	06/12/2023
ISP-23-00279	KT - Department of Public Works	2750 SOUTH CAPITOL STREET SE	Gregory Webb	06/12/2023
ISP-23-00278	HA - Department of Parks and Recreation	3265 S STREET NW	Thomas Cawiezell	06/05/2023
ISP-23-00277	HA - Department of Parks and Recreation	4300 ARKANSAS AVENUE NW	Gregory Webb	06/01/2023
ISP-23-00276	HA - Department of Parks and Recreation	7800 14TH STREET NW	Gregory Webb	06/01/2023
ISP-23-00274	HA - Department of Parks and Recreation	1100 MICHIGAN AVENUE NE	Thomas Cawiezell	06/01/2023
ISP-23-00273	HA - Department of Parks and Recreation	1100 MICHIGAN AVENUE NE	Thomas Cawiezell	06/01/2023
ISP-23-00272	HA - Department of Parks and Recreation	693 OTIS PLACE NW	Gregory Webb	05/31/2023
ISP-23-00271	HA - Department of Parks and Recreation	3201 FORT LINCOLN DRIVE NE	Gregory Webb	05/31/2023
ISP-23-00270	HA - Department of Parks and Recreation	4500 Q STREET NW	Thomas Cawiezell	05/31/2023
ISP-23-00269	HA - Department of Parks and Recreation	4900 BROOKS STREET NE	Thomas Cawiezell	05/26/2023
ISP-23-00268	HA - Department of Parks and Recreation	1743 LINCOLN ROAD NE	Thomas Cawiezell	05/26/2023
ISP-23-00266	HA - Department of Parks and Recreation	1701 GALES STREET NE	Gregory Webb	05/26/2023
ISP-23-00265	HA - Department of Parks and Recreation	1701 GALES STREET NE	Gregory Webb	05/26/2023
ISP-23-00267	HA - Department of Parks and Recreation	555 I STREET SE	Thomas Cawiezell	05/25/2023
ISP-23-00264	HA - Department of Parks and Recreation	25 I STREET SW	Thomas Cawiezell	05/25/2023
ISP-23-00263	HA - Department of Parks and Recreation	1800 ERIE STREET SE	Thomas Cawiezell	05/25/2023
ISP-23-00262	HA - Department of Parks and Recreation	1921 FREDRICK DOUGLASS COURT SE	Thomas Cawiezell	05/25/2023
ISP-23-00275	HA - Department of Parks and Recreation	43900 CAMP BROWN ROAD	Thomas Cawiezell	05/23/2023
ISP-23-00258	HA - Department of Parks and Recreation	1800 ANACOSTIA DRIVE SE	Thomas Cawiezell	05/23/2023
ISP-23-00257	HA - Department of Parks and Recreation	830 RIDGE ROAD SE	Thomas Cawiezell	05/23/2023
ISP-23-00256	HA - Department of Parks and Recreation	501 MISSISSIPPI AVENUE SE	Thomas Cawiezell	05/23/2023
ISP-23-00255	HA - Department of Parks and Recreation	693 OTIS PLACE NW	Gregory Webb	05/23/2023
ISP-23-00254	HA - Department of Parks and Recreation	2500 GEORGIA AVENUE NW	Gregory Webb	05/23/2023
ISP-23-00253	HA - Department of Parks and Recreation	3265 S STREET NW	Gregory Webb	05/23/2023
ISP-23-00251	HA - Department of Parks and Recreation	1555 34TH STREET NW	Gregory Webb	05/23/2023
ISP-23-00250	HA - Department of Parks and Recreation	2435 N STREET NW	Gregory Webb	05/23/2023
ISP-23-00249	HA - Department of Parks and Recreation	5100 SOUTHERN AVENUE SE	Gregory Webb	05/22/2023
ISP-23-00248	CE - DC Public Library	2301 L STREET NW	Gregory Webb	05/22/2023
ISP-23-00247	CE - DC Public Library	1630 7TH STREET NW	Gregory Webb	05/22/2023
ISP-23-00246	HA - Department of Parks and Recreation	4300 ARKANSAS AVENUE NW	Gregory Webb	05/22/2023
ISP-23-00245	HA - Department of Parks and Recreation	2860 MILLS AVENUE NE	Gregory Webb	05/22/2023
ISP-23-00244	HA - Department of Parks and Recreation	1300 44TH STREET NE	Gregory Webb	05/22/2023
ISP-23-00243	HA - Department of Parks and Recreation	4321 ORD STREET NE	Gregory Webb	05/22/2023
ISP-23-00242	HA - Department of Parks and Recreation	4321 ORD STREET NE	Gregory Webb	05/22/2023
ISP-23-00241	HA - Department of Parks and Recreation	3701 37TH STREET NW	Gregory Webb	05/22/2023
ISP-23-00240	HA - Department of Parks and Recreation	3701, 3999 37TH STREET NW	Gregory Webb	05/22/2023
ISP-23-00239	HA - Department of Parks and Recreation	4500 VAN NESS STREET NW	Thomas Cawiezell	05/17/2023
ISP-23-00236	HA - Department of Parks and Recreation	635 NORTH CAROLINA AVENUE SE	Gregory Webb	05/16/2023
ISP-23-00235	HA - Department of Parks and Recreation	540 55TH STREET NE	Gregory Webb	05/16/2023

Inspection Number	Agency	Address	Inspector	Date of Inspection
ISP-23-00234	HA - Department of Parks and Recreation	100 N STREET NW	Gregory Webb	05/15/2023
ISP-23-00233	HA - Department of Parks and Recreation	3409 MACOMB STREET NW	Gregory Webb	05/15/2023
ISP-23-00232	KT - Department of Public Works	4 DC VILLAGE LANE SW	Gregory Webb	05/15/2023
ISP-23-00231	HA - Department of Parks and Recreation	2500 14TH STREET NW	Gregory Webb	05/15/2023
ISP-23-00230	HA - Department of Parks and Recreation	1401 7TH STREET NW	Gregory Webb	05/15/2023
ISP-23-00229	HA - Department of Parks and Recreation	3600 CALVERT STREET NW	Gregory Webb	05/15/2023
ISP-23-00228	KT - Department of Public Works	3903 CHESAPEAKE STREET NW	Gregory Webb	05/15/2023
ISP-23-00238	CE - DC Public Library	3260 R STREET NW	Thomas Cawiezell	05/11/2023
ISP-23-00237	HA - Department of Parks and Recreation	1400 41ST STREET SE	Thomas Cawiezell	05/11/2023
ISP-23-00226	JA - Department of Human Services	651 10TH STREET NE	Thomas Cawiezell	05/10/2023
ISP-23-00223	HA - Department of Parks and Recreation	1100 MICHIGAN AVENUE NE	Gregory Webb	05/08/2023
ISP-23-00222	HA - Department of Parks and Recreation	300 VAN BUREN STREET NW	Gregory Webb	05/08/2023
ISP-23-00220	HA - Department of Parks and Recreation	501B RIGGS ROAD NE	Gregory Webb	05/08/2023
ISP-23-00219	HA - Department of Parks and Recreation	300 VAN BUREN STREET NW	Gregory Webb	05/08/2023
ISP-23-00218	HA - Department of Parks and Recreation	2200 CHAMPLAIN STREET NW	Gregory Webb	05/08/2023
ISP-23-00217	HA - Department of Parks and Recreation	2200 CHAMPLAIN STREET NW	Gregory Webb	05/08/2023
ISP-23-00215	FB - Fire & Emergency Medical Services Department	1103 HALF STREET SW	Gregory Webb	05/08/2023
ISP-23-00214	HA - Department of Parks and Recreation	101 N STREET NW	Gregory Webb	05/08/2023
ISP-23-00227	BY - Department of Aging and Community Living	1901 EVARTS STREET NE	Thomas Cawiezell	05/04/2023
ISP-23-00225	JA - Department of Human Services	1413 GIRARD STREET NW	Thomas Cawiezell	05/04/2023
ISP-23-00224	RM - Department of Behavioral Health	1100 ALABAMA AVENUE SE	Thomas Cawiezell	05/02/2023
ISP-23-00221	RM - Department of Behavioral Health	821 HOWARD ROAD SE	Thomas Cawiezell	05/02/2023
ISP-23-00212	KV - Department of Motor Vehicles	1421 KENILWORTH AVENUE NE	Thomas Cawiezell	05/01/2023
ISP-23-00207	CE - DC Public Library	1801 HAMLIN STREET NE	Gregory Webb	04/28/2023
ISP-23-00205	JZ - Department of Youth Rehabilitation Services	1000 MOUNT OLIVET ROAD NE	Gregory Webb	04/28/2023
ISP-23-00204	CE - DC Public Library	416 CEDAR STREET NW	Gregory Webb	04/28/2023
ISP-23-00203	CE - DC Public Library	1547 ALABAMA AVENUE SE	Gregory Webb	04/28/2023
ISP-23-00211	HA - Department of Parks and Recreation	1280 SUMNER ROAD SE	Thomas Cawiezell	04/26/2023
ISP-23-00210	HA - Department of Parks and Recreation	1230 SUMNER ROAD SE	Thomas Cawiezell	04/26/2023
ISP-23-00201	BE - DC Department of Human Resources	1015 HALF STREET SE	Thomas Cawiezell	04/24/2023
ISP-23-00202	HA - Department of Parks and Recreation	1480 GIRARD STREET NW	Thomas Cawiezell	04/20/2023
ISP-23-00200	HA - Department of Parks and Recreation	301 FRANKLIN STREET NE	Thomas Cawiezell	04/19/2023
ISP-23-00199	HA - Department of Parks and Recreation	5601 CONNECTICUT AVENUE NW	Thomas Cawiezell	04/13/2023
ISP-23-00198	HA - Department of Parks and Recreation	5900 33RD STREET NW	Thomas Cawiezell	04/13/2023
ISP-23-00196	HA - Department of Parks and Recreation	3201 FORT LINCOLN DRIVE NE	Gregory Webb	04/13/2023
ISP-23-00195	HA - Department of Parks and Recreation	1801 23RD STREET NW	Gregory Webb	04/13/2023
ISP-23-00193	HC - Department of Health	899 NORTH CAPITOL STREET NE	Gregory Webb	04/12/2023
ISP-23-00197	HA - Department of Parks and Recreation	2311 14TH STREET NE	Thomas Cawiezell	04/11/2023
ISP-23-00192	HA - Department of Parks and Recreation	1299 NEAL STREET NE	Gregory Webb	04/11/2023
ISP-23-00191	BY - Department of Aging and Community Living	500 K STREET NE	Gregory Webb	04/11/2023
ISP-23-00190	HA - Department of Parks and Recreation	2609 DUMBARTON STREET NW	Gregory Webb	04/11/2023
ISP-23-00194	HA - Department of Parks and Recreation	100 STODDERT PLACE SE	Thomas Cawiezell	04/10/2023
ISP-23-00189	HA - Department of Parks and Recreation	1743 LINCOLN ROAD NE	Gregory Webb	04/10/2023
ISP-23-00187	HA - Department of Parks and Recreation	640 10TH STREET NE	Gregory Webb	04/10/2023
ISP-23-00186	HA - Department of Parks and Recreation	1812 ERIE STREET SE	Gregory Webb	04/10/2023
ISP-23-00184	HA - Department of Parks and Recreation	830 RIDGE ROAD SE	Gregory Webb	04/10/2023
ISP-23-00182	JA - Department of Human Services	1207 TAYLOR STREET NW	Thomas Cawiezell	04/10/2023
ISP-23-00181	HA - Department of Parks and Recreation	1743 LINCOLN ROAD NE	Gregory Webb	04/10/2023
ISP-23-00179	KA - District Department of Transportation	414 FARRAGUT STREET NE	Gregory Webb	04/10/2023
ISP-23-00178	JA - Department of Human Services	1357 NEW YORK AVENUE NE	Gregory Webb	04/10/2023
ISP-23-00177	HA - Department of Parks and Recreation	801 TAYLOR STREET NW	Gregory Webb	04/10/2023
ISP-23-00176	HA - Department of Parks and Recreation	2023 3RD STREET NW	Gregory Webb	04/10/2023
ISP-23-00175	CE - DC Public Library	901 G STREET NW	Gregory Webb	04/10/2023
ISP-23-00185	HA - Department of Parks and Recreation	3725 10TH STREET NW	Thomas Cawiezell	04/06/2023
ISP-23-00183	JA - Department of Human Services	4049 SOUTH CAPITOL STREET SW	Thomas Cawiezell	04/06/2023
ISP-23-00180	JA - Department of Human Services	1444 IRVING STREET NW	Thomas Cawiezell	04/04/2023
ISP-23-00169	KT - Department of Public Works	2100 ADAMS PLACE NE	Gregory Webb	04/03/2023
ISP-23-00168	KT - Department of Public Works	4900 BATES ROAD NE	Gregory Webb	04/03/2023
OSH-23-00004	RK - Office of Risk Management	441 4TH STREET NW	Gregory Webb	04/03/2023
ISP-23-00173	FA - Metropolitan Police Department	501 NEW YORK AVENUE NW	Thomas Cawiezell	03/30/2023
ISP-23-00171	FA - Metropolitan Police Department	801 SHEPHERD STREET NW	Thomas Cawiezell	03/30/2023
ISP-23-00170	HA - Department of Parks and Recreation	2412 RAND PLACE NE	Thomas Cawiezell	03/29/2023
ISP-23-00166	CR - Department of Licensing and Consumer Protection	1100 4TH STREET SW	Gregory Webb	03/28/2023
ISP-23-00165	KA - District Department of Transportation	1403 W STREET NE	Gregory Webb	03/28/2023
ISP-23-00159	CI - Office of Cable Television, Film, Music & Entertainment	1899 9TH STREET NE	Gregory Webb	03/27/2023
ISP-23-00158	FX - Office of the Chief Medical Examiner	401 E STREET SW	Gregory Webb	03/27/2023
ISP-23-00157	JA - Department of Human Services	635 I STREET NE	Gregory Webb	03/27/2023
ISP-23-00156	BY - Department of Aging and Community Living	2635 18TH STREET NE	Gregory Webb	03/27/2023
ISP-23-00167	FA - Metropolitan Police Department	1724 SOUTH CAPITOL STREET SE	Thomas Cawiezell	03/23/2023
ISP-23-00163	FA - Metropolitan Police Department	101 M STREET SW	Thomas Cawiezell	03/23/2023
ISP-23-00154	AM - Department of General Services	441 4TH STREET NW	Gregory Webb	03/23/2023
ISP-23-00152	CE - DC Public Library	3660 ALABAMA AVENUE SE	Thomas Cawiezell	03/22/2023
ISP-23-00161	FA - Metropolitan Police Department	2850 NEW YORK AVENUE NE	Thomas Cawiezell	03/21/2023
ISP-23-00160	FA - Metropolitan Police Department	1805 BLADENSBURG ROAD NE	Thomas Cawiezell	03/21/2023
ISP-23-00150	JA - Department of Human Services	2700 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	03/21/2023
ISP-23-00149	JA - Department of Human Services	2100 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	03/21/2023
ISP-23-00164	RK - Office of Risk Management	441 4TH STREET NW	Thomas Cawiezell	03/20/2023
ISP-23-00147	FB - Fire & Emergency Medical Services Department	3170 V STREET NE	Gregory Webb	03/20/2023
ISP-23-00146	BY - Department of Aging and Community Living	5171 SOUTH DAKOTA AVENUE NE	Gregory Webb	03/20/2023
ISP-23-00145	KT - Department of Public Works	201 BRYANT STREET NW	Gregory Webb	03/20/2023
ISP-23-00144	KV - Department of Motor Vehicles	4525 BENNING ROAD SE	Gregory Webb	03/20/2023
ISP-23-00151	FA - Metropolitan Police Department	2455 ALABAMA AVENUE SE	Thomas Cawiezell	03/16/2023
ISP-23-00148	FA - Metropolitan Police Department	17 DC VILLAGE LANE SW	Thomas Cawiezell	03/16/2023
ISP-23-00141	FB - Fire & Emergency Medical Services Department	550 WATER STREET SW	Gregory Webb	03/15/2023

Inspection Number	Agency	Address	Inspector	Date of Inspection
ISP-23-00140	FB - Fire & Emergency Medical Services Department	4600 SHEPHERD PARKWAY SW	Gregory Webb	03/15/2023
ISP-23-00139	CB - Office of the Attorney General	400 6TH STREET NW	Gregory Webb	03/15/2023
ISP-23-00143	FA - Metropolitan Police Department	2701 PENNSYLVANIA AVENUE SE	Thomas Cawiezell	03/14/2023
ISP-23-00142	FA - Metropolitan Police Department	5002 HAYES STREET NE	Thomas Cawiezell	03/14/2023
ISP-23-00137	FB - Fire & Emergency Medical Services Department	915 GALLATIN STREET NW	Gregory Webb	03/14/2023
ISP-23-00136	FA - Metropolitan Police Department	6001 GEORGIA AVENUE NW	Thomas Cawiezell	03/14/2023
ISP-23-00135	FB - Fire & Emergency Medical Services Department	2119 G STREET NW	Gregory Webb	03/14/2023
ISP-23-00134	FB - Fire & Emergency Medical Services Department	1018 13TH STREET NW	Gregory Webb	03/14/2023
ISP-23-00133	FB - Fire & Emergency Medical Services Department	501 4TH STREET SW	Gregory Webb	03/14/2023
ISP-23-00130	FB - Fire & Emergency Medical Services Department	439 NEW JERSEY AVENUE NW	Gregory Webb	03/13/2023
ISP-23-00129	FB - Fire & Emergency Medical Services Department	500 F STREET NW	Gregory Webb	03/13/2023
ISP-23-00128	FB - Fire & Emergency Medical Services Department	2225 M STREET NW	Gregory Webb	03/13/2023
ISP-23-00127	FB - Fire & Emergency Medical Services Department	4930 CONNECTICUT AVENUE NW	Gregory Webb	03/13/2023
ISP-23-00126	FB - Fire & Emergency Medical Services Department	4811 MACARTHUR BOULEVARD NW	Gregory Webb	03/13/2023
ISP-23-00125	FB - Fire & Emergency Medical Services Department	3522 CONNECTICUT AVENUE NW	Gregory Webb	03/13/2023
ISP-23-00138	FA - Metropolitan Police Department	750 PARK ROAD NW	Thomas Cawiezell	03/09/2023
ISP-23-00123	FB - Fire & Emergency Medical Services Department	1763 LANIER PLACE NW	Gregory Webb	03/08/2023
ISP-23-00122	FB - Fire & Emergency Medical Services Department	4300 WISCONSIN AVENUE NW	Gregory Webb	03/08/2023
ISP-23-00121	FB - Fire & Emergency Medical Services Department	3412 DENT PLACE NW	Gregory Webb	03/08/2023
ISP-23-00120	CE - DC Public Library	5001 CENTRAL AVENUE SE	Thomas Cawiezell	03/08/2023
ISP-23-00131	FA - Metropolitan Police Department	3320 IDAHO AVENUE NW	Thomas Cawiezell	03/07/2023
ISP-23-00124	FA - Metropolitan Police Department	550 WATER STREET SW	Thomas Cawiezell	03/07/2023
ISP-23-00119	FB - Fire & Emergency Medical Services Department	5101 GEORGIA AVENUE NW	Gregory Webb	03/07/2023
ISP-23-00118	FB - Fire & Emergency Medical Services Department	6825 GEORGIA AVENUE NW	Gregory Webb	03/07/2023
ISP-23-00117	FB - Fire & Emergency Medical Services Department	3420 14TH STREET NW	Gregory Webb	03/07/2023
ISP-23-00116	FA - Metropolitan Police Department	4665 BLUE PLAINS DRIVE SW	Thomas Cawiezell	03/06/2023
ISP-23-00115	FA - Metropolitan Police Department	500 E STREET SE	Thomas Cawiezell	03/06/2023
ISP-23-00114	FB - Fire & Emergency Medical Services Department	1617 U STREET NW	Gregory Webb	03/06/2023
ISP-23-00113	FB - Fire & Emergency Medical Services Department	2531 SHERMAN AVENUE NW	Gregory Webb	03/06/2023
ISP-23-00112	FB - Fire & Emergency Medical Services Department	2531 SHERMAN AVENUE NW	Gregory Webb	03/06/2023
ISP-23-00111	FB - Fire & Emergency Medical Services Department	101 ATLANTIC STREET SE	Gregory Webb	03/06/2023
ISP-23-00110	FB - Fire & Emergency Medical Services Department	2425 IRVING STREET SE	Gregory Webb	03/06/2023
ISP-23-00109	FA - Metropolitan Police Department	1620 V STREET NW	Thomas Cawiezell	03/06/2023
ISP-23-00108	FB - Fire & Emergency Medical Services Department	3203 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	03/06/2023
ISP-23-00107	FB - Fire & Emergency Medical Services Department	2813 PENNSYLVANIA AVENUE SE	Gregory Webb	03/06/2023
ISP-23-00106	CE - DC Public Library	115 ATLANTIC STREET SW	Thomas Cawiezell	03/02/2023
ISP-23-00104	FB - Fire & Emergency Medical Services Department	2101 14TH STREET SE	Gregory Webb	03/01/2023
ISP-23-00103	FB - Fire & Emergency Medical Services Department	50 49TH STREET NE	Gregory Webb	03/01/2023
ISP-23-00102	FB - Fire & Emergency Medical Services Department	4201 MINNESOTA AVENUE NE	Gregory Webb	03/01/2023
ISP-23-00101	CE - DC Public Library	3310 CONNECTICUT AVENUE NW	Thomas Cawiezell	03/01/2023
ISP-23-00099	FB - Fire & Emergency Medical Services Department	1101 HALF STREET SW	Gregory Webb	02/28/2023
ISP-23-00098	FB - Fire & Emergency Medical Services Department	1520 C STREET SE	Gregory Webb	02/28/2023
ISP-23-00097	FB - Fire & Emergency Medical Services Department	414 8TH STREET SE	Gregory Webb	02/28/2023
ISP-23-00096	KG - Department of Energy and Environment	1900 ANACOSTIA AVENUE SE	Gregory Webb	02/28/2023
ISP-23-00095	HA - Department of Parks and Recreation	700 YUMA STREET SE	Thomas Cawiezell	02/27/2023
ISP-23-00094	RL - Child and Family Services Agency	3350 9TH STREET NE	Thomas Cawiezell	02/27/2023
ISP-23-00093	KV - Department of Motor Vehicles	2350 Washington Place, NE Suite 112N	Gregory Webb	02/27/2023
ISP-23-00092	HA - Department of Parks and Recreation	1350 49TH STREET NE	Gregory Webb	02/27/2023
ISP-23-00091	HA - Department of Parks and Recreation	1350 49TH STREET NE	Gregory Webb	02/27/2023
ISP-23-00090	CE - DC Public Library	1350 49TH STREET NE	Gregory Webb	02/27/2023
ISP-23-00089	CE - DC Public Library	5625 CONNECTICUT AVENUE NW	Thomas Cawiezell	02/24/2023
ISP-23-00086	CE - DC Public Library	1800 GOOD HOPE ROAD SE	Thomas Cawiezell	02/23/2023
ISP-23-00085	FB - Fire & Emergency Medical Services Department	4801 NORTH CAPITOL STREET NE	Gregory Webb	02/23/2023
ISP-23-00084	HA - Department of Parks and Recreation	700 YUMA STREET SE	Thomas Cawiezell	02/23/2023
ISP-23-00082	FB - Fire & Emergency Medical Services Department	1340 RHODE ISLAND AVENUE NE	Gregory Webb	02/23/2023
ISP-23-00081	FB - Fire & Emergency Medical Services Department	1227 MONROE STREET NE	Gregory Webb	02/23/2023
ISP-23-00077	FB - Fire & Emergency Medical Services Department	1300 NEW JERSEY AVENUE NW	Gregory Webb	02/22/2023
ISP-23-00076	FB - Fire & Emergency Medical Services Department	1342 FLORIDA AVENUE NE	Gregory Webb	02/22/2023
ISP-23-00075	FB - Fire & Emergency Medical Services Department	2225 5TH STREET NE	Gregory Webb	02/22/2023
ISP-23-00074	AM - Department of General Services	1900 MASSACHUSETTS AVENUE SE	Gregory Webb	02/22/2023
ISP-23-00079	CE - DC Public Library	3935 BENNING ROAD NE	Thomas Cawiezell	02/21/2023
ISP-23-00069	HA - Department of Parks and Recreation	3265 S STREET NW	Gregory Webb	02/17/2023
ISP-23-00070	UC - Office of Unified Communications	310 MCMILLAN DRIVE NW	Thomas Cawiezell	02/16/2023
ISP-23-00067	GA - DC Public Schools	1200 1ST STREET NE	Gregory Webb	02/16/2023
ISP-23-00066	KT - Department of Public Works	2700 SOUTH CAPITOL STREET SE	Gregory Webb	02/16/2023
ISP-23-00056	HA - Department of Parks and Recreation	100 JOLIET STREET SW	Thomas Cawiezell	02/16/2023
ISP-23-00055	RK - Office of Risk Management	441 4TH STREET NW	Thomas Cawiezell	02/15/2023
ISP-23-00054	JZ - Department of Youth Rehabilitation Services	2101 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	02/15/2023
ISP-23-00053	BY - Department of Aging and Community Living	3500 MARTIN LUTHER KING JR AVENUE SE	Gregory Webb	02/15/2023
ISP-23-00052	JA - Department of Human Services	2210 ADAMS PLACE NE	Thomas Cawiezell	02/14/2023
ISP-23-00050	HA - Department of Parks and Recreation	1000 5TH STREET SE	Gregory Webb	02/14/2023
ISP-23-00049	KA - District Department of Transportation	2550 BENNING ROAD NE	Gregory Webb	02/14/2023
ISP-23-00048	BN - Homeland Security & Emerg. Mgmt. Agency	3330 V STREET NE	Gregory Webb	02/14/2023
ISP-23-00047	JZ - Department of Youth Rehabilitation Services	8400 RIVER ROAD	Gregory Webb	02/13/2023
ISP-23-00044	HA - Department of Parks and Recreation	5100 SOUTHERN AVENUE SE	Gregory Webb	02/10/2023
ISP-23-00043	HA - Department of Parks and Recreation	4551 FORT DRIVE NW	Gregory Webb	02/09/2023
ISP-23-00041	HA - Department of Parks and Recreation	2500 GEORGIA AVENUE NW	Gregory Webb	02/09/2023
ISP-23-00040	HA - Department of Parks and Recreation	5801 GEORGIA AVENUE NW	Gregory Webb	02/08/2023
ISP-23-00039	KA - District Department of Transportation	55 M STREET SE	Gregory Webb	02/08/2023
ISP-23-00038	HA - Department of Parks and Recreation	3100 DENVER STREET SE	Thomas Cawiezell	02/07/2023
ISP-23-00037	HA - Department of Parks and Recreation	1800 ANACOSTIA DRIVE SE	Gregory Webb	02/07/2023
ISP-23-00036	CE - DC Public Library	155 L STREET NW	Gregory Webb	02/06/2023
ISP-23-00035	CE - DC Public Library	403 7TH STREET SE	Thomas Cawiezell	02/03/2023
ISP-23-00034	DC - Office of Lottery and Gaming	2235 SHANNON PLACE SE	Gregory Webb	02/02/2023

Inspection Number	Agency	Address	Inspector	Date of Inspection
ISP-23-00028	CE - DC Public Library	330 7TH STREET NE	Gregory Webb	02/01/2023
ISP-23-00025	KT - Department of Public Works	1725 15TH STREET NE	Gregory Webb	01/31/2023
ISP-23-00022	CE - DC Public Library	900 WESLEY PLACE SW	Gregory Webb	01/27/2023
OSH-23-00001	AC - Office of the DC Auditor	1331 Pennsylvania Avenue Northwest	Patrick Healy	01/26/2023
ISP-22-00309	HA - Department of Parks and Recreation	15 61ST STREET NE	Jordan Ford	10/25/2022
ISP-22-00297	HA - Department of Parks and Recreation	501 MISSISSIPPI AVENUE SE	Jordan Ford	10/13/2022
ISP-22-00292	KV - Department of Motor Vehicles	95 M STREET SW	Jordan Ford	10/11/2022
ISP-22-00291	KV - Department of Motor Vehicles	4525 BENNING ROAD SE	Jordan Ford	10/11/2022
ISP-22-00289	KV - Department of Motor Vehicles	3270 M Street, NW, Suite C 200	Jordan Ford	10/11/2022
OSH-22-00003	PO - Office of Contracting and Procurement	441 4TH STREET NW	Patrick Healy	10/06/2022



**ATTACHMENT 14**

**OFFICE OF RISK MANAGEMENT**  
**Risk Management Trainings (FY 2023 and FY 2024, to Date)**

Risk Ma	ORM Division	Topic	Number of Attendees	Virtual
11/29/2023	11077 - Risk Prevention and Safety	ERisk Introduction/Overview	1	Yes
11/14/2023	11752 - Office of the Director	Other	5	No
11/01/2023	11077 - Risk Prevention and Safety	Driver Authorization, ERPs, Incident Reporting	1	Yes
10/31/2023	11077 - Risk Prevention and Safety	Fleet Coordinator Introduction	1	Yes
10/19/2023	11077 - Risk Prevention and Safety	Incident Reporting	1	Yes
10/11/2023	11077 - Risk Prevention and Safety	ARMR Introduction, Driver Authorization, Incident Reporting	2	Yes
10/11/2023	11077 - Risk Prevention and Safety	ERPs	1	Yes
10/05/2023	11077 - Risk Prevention and Safety	Incident Reporting	10	Yes
09/21/2023	11077 - Risk Prevention and Safety	Risk Council Meeting	57	Yes
08/09/2023	11776 - ORM IT Team	ERisk Introduction/Overview	10	Yes
08/09/2023	11074 - Insurance Program	Training for Insurance Requirements	37	Yes
08/01/2023	11074 - Insurance Program	Training for Insurance Requirements	34	Yes
07/26/2023	11079 - Public Sector Workers' Compensation Program	Other	4	No
07/26/2023	11079 - Public Sector Workers' Compensation Program	Other	63	Yes
07/07/2023	11079 - Public Sector Workers' Compensation Program	Other	3	Yes
07/06/2023	11077 - Risk Prevention and Safety	311 HAID Records, DMV Tickets, Driver Authorization, Incident Reporting	1	Yes
06/16/2023	11077 - Risk Prevention and Safety	ERPs	2	Yes
06/14/2023	11077 - Risk Prevention and Safety	Incident Reporting, Occupational Safety and Health topic	19	Yes
06/13/2023	11077 - Risk Prevention and Safety	Driver Authorization	2	Yes
06/08/2023	11077 - Risk Prevention and Safety	311 HAID Records, DMV Tickets, Driver Authorization, ERisk Introduction/Overview, Incident Reporting	1	Yes
06/07/2023	11077 - Risk Prevention and Safety	Driver Authorization	2	Yes
06/07/2023	11077 - Risk Prevention and Safety	Incident Reporting, Occupational Safety and Health topic	43	Yes
06/02/2023	11077 - Risk Prevention and Safety	Driver Authorization	1	Yes
05/30/2023	11077 - Risk Prevention and Safety	Other	1	Yes
05/24/2023	11079 - Public Sector Workers' Compensation Program	Other	3	Yes
05/19/2023	11077 - Risk Prevention and Safety	ARMR Introduction	2	Yes
05/17/2023	11077 - Risk Prevention and Safety	ARMR Introduction, Driver Authorization	1	Yes
05/16/2023	11077 - Risk Prevention and Safety	ARMR Introduction	2	Yes
05/10/2023	11077 - Risk Prevention and Safety	ARMR Introduction	3	Yes
05/04/2023	11079 - Public Sector Workers' Compensation Program	Other	5	Yes
04/27/2023	11074 - Insurance Program	Training for Insurance Requirements		Yes
04/26/2023	11074 - Insurance Program	Other		No
04/25/2023	11074 - Insurance Program	Training for Insurance Requirements	33	Yes
04/25/2023	11074 - Insurance Program	Training for Insurance Requirements	58	Yes
04/20/2023	11079 - Public Sector Workers' Compensation Program	Other	126	Yes
04/19/2023	11074 - Insurance Program	Other	17	Yes
04/19/2023	11077 - Risk Prevention and Safety	Incident Reporting	50	Yes
04/12/2023	11077 - Risk Prevention and Safety	Incident Reporting	109	Yes
03/29/2023	11074 - Insurance Program	Other	16	Yes
03/24/2023	11077 - Risk Prevention and Safety	Other	19	Yes
03/10/2023	11074 - Insurance Program	Other	30	Yes
03/08/2023	11079 - Public Sector Workers' Compensation Program	Other	5	Yes
02/16/2023	11074 - Insurance Program	Training for Insurance Requirements	27	Yes
02/15/2023	11077 - Risk Prevention and Safety	Other	8	No
02/03/2023	11776 - ORM IT Team	ERisk Introduction/Overview	15	Yes
01/27/2023	11776 - ORM IT Team	ERisk Introduction/Overview	15	Yes
01/25/2023	11079 - Public Sector Workers' Compensation Program	Other	158	Yes
01/25/2023	11752 - Office of the Director	Other	4	No
01/19/2023	11752 - Office of the Director	Other	4	No
12/08/2022	11079 - Public Sector Workers' Compensation Program	Other	3	Yes
12/07/2022	11074 - Insurance Program	Other	14	Yes
11/30/2022	11776 - ORM IT Team	ERisk Introduction/Overview	30	Yes
11/15/2022	11077 - Risk Prevention and Safety	Driver Authorization, Other	1	Yes
11/08/2022	11077 - Risk Prevention and Safety	Fleet Coordinator Introduction	1	Yes
11/02/2022	11077 - Risk Prevention and Safety	Fleet Coordinator Introduction	1	Yes
11/02/2022	11077 - Risk Prevention and Safety	Fleet Coordinator Introduction	1	Yes
10/17/2022	11077 - Risk Prevention and Safety	Fleet Coordinator Introduction	2	Yes
10/13/2022	11079 - Public Sector Workers' Compensation Program	Other	3	Yes

**ATTACHMENT 15**

Agency Acronym	Name	ARMR
ABRA	Alcoholic Beverage Regulation Administration	Camilla Robinson
BEGA	Board of Ethics and Government Accountability	Tyrell Dow
CFSA	Child and Family Services Agency	Sonya Williams
DACL	Department of Aging and Community Living	Nigel John
DBH	Department of Behavioral Health	Mary Campbell
DCCA	Commission on the Arts and Humanities	Carolyn Parker
DCHR	Department of Human Resources	Jeremy Grey
DCLB	Office of Lottery and Gaming	Edwardo Jackson
DCOZ	Office of Zoning	Zelalea Hill
DCPL	DC Public Library	Deniece Clifford
DCPS	DC Public Schools	Conchia Hudson-Hall
DCRA	Department of Consumer and Regulatory Affairs	Tania Williams
DDOT	District Department of Transportation	Natalie Jones-Best
DDS	Department of Disability Services	William Davidson
DFHV	Department of For-Hire Vehicles	John Richardson
DFS	Department of Forensic Sciences	Dale Jennings
DGS	Department of General Services	Michael Lightfoot
DHCF	Department of Health Care Finance	Candace Nelson
DHS	Department of Human Services	Brianna Randall
DISB	Department of Insurance, Securities and Banking	Katrice Purdie
DLCP	Department of Licensing and Consumer Protection	Tania Williams
DME	Deputy Mayor for Education	Carlie Fisherow
DMPED	Office of the Deputy Mayor for Planning & Economic Development	Bria Greenwood
DMV	Department of Motor Vehicles	Robert Johnson
DOB	Department of Buildings	Tamika Cambridge
DOC	Department of Corrections	Carl Young
DOEE	Department of Energy and Environment	Daniel Alexander
DOES	Department of Employment Services	Roberta Collins
DOH	Department of Health	Mildre Anderson
DPR	Department of Parks and Recreation	Michael Briscoe
DPW	Department of Public Works	Mark Cancelosi
DSLBD	Department of Small & Local Business Development	Sirah Turner
DYRS	Department of Youth Rehabilitation Services	Emmanuel Amaechi
EOM	Executive Office of the Mayor	Wade Wallace
FEMS	Fire & Emergency Medical Services Department	Shawn Downs
HSEMA	Homeland Security & Emerg. Mgmt. Agency	Russell Gardner
MPD	Metropolitan Police Department	Kathleen Crenshaw
OAG	Office of the Attorney General	Natisha Smith
OAHA	Office of Administrative Hearings	Nicole Greene
OAPIA	Mayor's Office on Asian and Pacific Islander Affairs	Lap Nguyen
OCME	Office of the Chief Medical Examiner	Beverly Fields
OCP	Office of Contracting and Procurement	Marvin Manassa
OCTFME	Office of Cable Television, Film, Music & Entertainment	Lawrence Cooper
OCTO	Chief Technology Officer, Office of the	Rosalyn Mckine
ODR	Office of Disability Rights	Susie Mcfadden-Resper
OP	Office of Planning	Edwarda Giefer
OPC	Office of the People's Counsel	Michael Smalls
OSSE	Office of the State Superintendent of Education	Bernita Carmichael
OUC	Office of Unified Communications	Yolanda Taylor
UDC	University of the District of Columbia	Alex Bako

**ATTACHMENT 16**

Meeting Date	Risk Council Meeting - Title	Number of Attendees	Presented By:
10/26/2022	Risk Council Meeting: ORM Updates, Deliverables and Housekeeping	54	ORM
01/11/2023	Risk Council Meeting: Active Threat	40	HSEMA/MPD
03/01/2023	Risk Council Meeting: Bloodborne Pathogens	43	ORM
06/15/2023	Risk Council Meeting: HSEMA "Making the Connection: The Importance of Including Risk Managers in Resiliency Planning for Disability, Access, and Functional Needs Populations"	52	HSEMA
09/21/2023	Risk Council Meeting: DCHR's Policy and Compliance Administration	57	DCHR
11/08/2023	Risk Council Meeting - GeoTab Telematics	50	GeoTab/ORM

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# RISK COUNCIL MEETING FY23

OCTOBER 26, 2022



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# AGENCY PROGRAM COMPLIANCE

- Driver Authorization
- ERisk Incident Reporting
- How Am I Driving?
- DMV Tickets
- Emergency Response Plans
- Cost of Risk





No.	Full Name	Meeting Date
1	Campbell, Mary (DBH)	10/26/2022
2	Pedroso, Tamisha (DISB)	10/26/2022
3	Peden, Angela (FEMS)	10/26/2022
4	Hill, Zelalem (DCOZ)	10/26/2022
5	Rhodes, Jeysha (DCRA)	10/26/2022
6	Mandel, Angela (EOM)	10/26/2022
7	McKine, Rosalyn (OCTO)	10/26/2022
8	Parker, Carolyn (CAH)	10/26/2022
9	Barbieri, Lucky (EOM)	10/26/2022
10	Greene, Nicole (OAH)	10/26/2022
11	Taylor-Weems, Yolanda (OUC)	10/26/2022
12	Poindexter, Rita (OP)	10/26/2022
13	Crenshaw, Kathleen J. (MPD)	10/26/2022
14	Davidson, William (DDS)	10/26/2022
15	Wallace, Wade (EOM)	10/26/2022
16	Smith, Natisha (OAG)	10/26/2022
17	Cancelosi, Mark (DPW)	10/26/2022
18	Williams, Tania (DLCP)	10/26/2022
19	Chambliss, Naima (DMPED)	10/26/2022
20	Williams, Sonya (CFSA)	10/26/2022
21	Heath, Gail (DOH)	10/26/2022
22	Healy, Patrick (EOM)	10/26/2022
23	Johnson, Robert (DMV)	10/26/2022
24	Ford, Jordan (EOM)	10/26/2022
25	Toshkoff, Rachel (DFS)	10/26/2022
26	Gardner, Russell (HSEMA)	10/26/2022
27	Jackson, Edwardo (DCLB)	10/26/2022
28	Leong, Laurence (EOM)	10/26/2022
29	Etwaroo, Howard (EOM)	10/26/2022
30	Grey, Jeremy (DCHR)	10/26/2022
31	Brian	10/26/2022
32	Q. Randall	10/26/2022
33	Lightfoot, Michael (DGS)	10/26/2022
34	Trinh, Ngoc (EOM)	10/26/2022
35	Briscoe, Michael (DPR)	10/26/2022
36	JonesBest, Natalie (DDOT)	10/26/2022
37	JonesBest, Natalie (DDOT)	10/26/2022
38	Stewart, Shaneah (EOM)	10/26/2022
39	Greenwood, Bria (EOM)	10/26/2022
40	Turcios, Jacqueline (EOM)	10/26/2022
41	Nelson, Candace (DHCF)	10/26/2022
42	Randall, Brianna (DHS)	10/26/2022
43	Yeung, Sam (ORM)	10/26/2022
44	Dow, Tyrell (BEGA)	10/26/2022
45	Cherry Belle	10/26/2022
46	Larry W. Hicks	10/26/2022
47	Tanya DeLeon	10/26/2022
48	Cooper, Lawrence (OCTFME)	10/26/2022
49	Suggs-Randall, Qualahnia (OCTFME)	10/26/2022
50	Smallwood, Carolyn (DSLBD)	10/26/2022
51	Fields, Beverly (OCME)	10/26/2022
52	Garrett, Robert F. (DPW)	10/26/2022
53	Ross, Jed (ORM)	10/26/2022
54	Davis, Crystal (EOM)	10/26/2022
55	Robinson, Camille (ABRA)	10/26/2022

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# RISK COUNCIL MEETING FY23

January 11, 2023



Assistant City Administrator for  
**INTERNAL SERVICES**

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



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
Nicole Greene	OAH		nicole.greene@dc.gov	202-478-9252
Vivene Philp	OCME		vevene.philp@dc.gov	202-329-9007
MARVIN MANASSA	OCP		MARVIN.MANASSA@dc.gov	202-487-3807
Susie McFadden	ODR		susie.McFadden.Resper@dc.gov	202-550-3234
Kristina Washington	ITSEMA		Kristina.Washington1@dc.gov	202-993-9290
Jacqueline Speight	DCPS		Jacqueline.Speight@k12.dc.gov	202-391-5139





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
Ngoc Trinh	MOA/PIA		ngoc.trinh@dc.gov	202-727-3120
William Burdick	OUC		william.burdick@dc.gov	202-699-2375
LUCKY BARBONI	EDM-OS		LUCKY.BARBONI@DC.GOV	202 907 4097
Yolande Taylor-Weems	OUC		Yolanda.Taylor-Weems@dc.gov	2/645 9333





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
MaryAlice Hamnett	DPW		maryalice.hamnett@dc.gov	
Daniel Powell	DDS		daniel.powell1@dc.gov	202-316-0605
Jeremy Gray	DCHR		jeremy.gray@dc.gov	
Tom Cowiezell	ORM		thomas.cowiezell@dc.gov	
Cherry Belle	OPC		cbelle@opc-dc.gov	680-0605
MICHAEL LIGHTFOOT	DGS		MICHAEL.LIGHTFOOT@DC.GOV	202-997-3138





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

*Present*

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
Kim McCall	HSEMA		Kim.mccall@dc.gov	(202) 727-6161
HASAN J. Carroll	DC/FEMS	<i>[Signature]</i>	hasan.carroll@dc.gov	(202) 425-4966
Tonnisha Morris	DC/FEMS	<i>[Signature]</i>	tonnisha.morris@dc.gov	(202) 425-4997
Sharon Graham	DC/FEMS		sharon.graham3@dc.gov	(202) 321-2653
Sonya Williams	CFSA	<i>[Signature]</i>	sonya.williams2@dc.gov	202-727-7090
Michael Bruscoe	DPN	<i>[Signature]</i>	michael.bruscoe4@dc.gov	202-997-5841





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
Natna Grier	DDS		natna.grier@dc.gov	202-536-6871
Tamisha Pedrosa	DISB		tamisha.pedrosa@dc.gov	2/442-7780
Michellu Wu	HSEMA		michelluwu3@dc.gov	2/441-3180
Patricia E. ...	DCFD		patricia.e...@dc.gov	202-727-3296
Dale Jennings	DFS		dale.jennings@dc.gov	202-570-8352
Larae Wilson	HSEMA		Larae.wilson@dc.gov	202-302-2068





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
CAROLYN PARKER	CAH		carolyn.parker@dc.gov	202-5613
Jeyshe Rhodes	DOB		jeyshe.rhodes@dc.gov	202-258-5743
Rafiq Jennings	DOEE		rafiq.jennings@dc.gov	202-878-9778
Natisha Smith	OAG		natisha.smith@dc.gov	202-705-1937
CANCELLOSI MARK	IFW		Mark.Cancellosi@dc.gov	202-369-3900
GREG WSB	ORM		greg.wsb@dc.gov	202-422-6191







GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF RISK MANAGEMENT



Jed Ross  
Chief Risk Officer

2nd Risk Council Meeting  
Wednesday, January 11, 2023

Name	Agency	Signature	Email Address	Phone Number
Carla Desrouilleres	DCDO DCPS		Carla.desrouilleres@K12.dc.gov	202-805-4034
Mildred Anderson	DOH		Mildred.Anderson@dc.gov	442-8969
Rosalyn McKine	OCTO		rosalyn.mckine@dc.gov	202-727-0062
Angela Peden	FEMS		angela.peden@dc.gov	301-503-4775
Bill DAVIDSON	DDS		William.Davidson2@dc.gov	202-495-8599
Whittley Jones	HSEMA		Whittley.Jones@dc.gov	202-359-9816



# **Bloodborne Pathogens**

**Keeping Our Employees Safe**

**District of Columbia Office of Risk  
Management – Risk Prevention  
and Safety Division**

**March 1, 2023**

# Introduction

## Lesson objectives:

1. Define bloodborne pathogens.
2. Identify workers who are at risk of exposure to bloodborne pathogens.
3. Identify key aspects of a Bloodborne Pathogen Exposure Control Plan;
4. Describe methods for controlling exposure to bloodborne pathogens.
5. Describe steps to take when exposed to a bloodborne pathogen.

No.	Name	Meeting Date
1	Campbell, Mary (DBH)	3/1/2023
2	Larry W. Hicks	3/1/2023
3	Anderson, Mildred (DOH)	3/1/2023
4	Adams, James (DGS)	3/1/2023
5	Mandel, Angela (EOM)	3/1/2023
6	Healy, Patrick (EOM)	3/1/2023
7	Webb, Gregory (EOM)	3/1/2023
8	McKine, Rosalyn (OCTO)	3/1/2023
9	Hill, Zelalem (DCOZ)	3/1/2023
10	Peden, Angela (FEMS)	3/1/2023
11	Taylor-Weems, Yolanda (OUC)	3/1/2023
12	Lee, Ayanna (OHR)	3/1/2023
13	Heath, Gail (DOH)	3/1/2023
14	Jennings, Rafiq (DOEE)	3/1/2023
15	Wallace, Wade (EOM)	3/1/2023
16	Rhodes, Jeysha (DOB)	3/1/2023
17	Greene, Nicole (OAH)	3/1/2023
18	Jennings, Dale (DFS)	3/1/2023
19	McFadden-Resper, Susie (EOM)	3/1/2023
20	Johnson, Robert (DMV)	3/1/2023
21	Lightfoot, Michael (DGS)	3/1/2023
22	Smith, Natisha (OAG)	3/1/2023
23	JonesBest, Natalie (DDOT)	3/1/2023
24	Randall, Brianna (DHS)	3/1/2023
25	Suggs-Randall, Qualahnia (OCTFME)	3/1/2023
26	Butler, Bernice (SBOE)	3/1/2023
27	Cancelosi, Mark (DPW)	3/1/2023
28	Briscoe, Michael (DPR)	3/1/2023
29	White, Francine (EOM)	3/1/2023
30	Young, Carl (DOC)	3/1/2023
31	Russell, Freddie (EOM)	3/1/2023
32	BrianC.	3/1/2023
33	Jackson, Edwardo (DCLB)	3/1/2023
34	Philp, Vevene (OCME)	3/1/2023
35	Barbieri, Lucky (EOM)	3/1/2023
36	Cherry Belle	3/1/2023
37	Gardner, Russell (HSEMA)	3/1/2023
38	Nelson, Candace (DHCF)	3/1/2023
39	Grey, Jeremy (DCHR)	3/1/2023
40	Williams, Tania (DLCP)	3/1/2023
41	Cawiezell, Thomas (EOM)	3/1/2023
42	Davidson, William (DDS)	3/1/2023
43	Greenwood, Bria (EOM)	3/1/2023

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# RISK COUNCIL MEETING FY23

June 15, 2023



Assistant City Administrator for  
**INTERNAL SERVICES**

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

No.	Name	Meeting Date
1	Mandel, Angela (EOM)	6/15/2023
2	DGuzman, Alexandria (OHR)	6/15/2023
3	Philp, Vevene (OCME)	6/15/2023
4	Cancelosi, Mark (DPW)	6/15/2023
5	McKine, Rosalyn (OCTO)	6/15/2023
6	Washington, Andrew (EOM)	6/15/2023
7	Rhodes, Jeysha (DOB)	6/15/2023
8	Hailu, Surafel (OHR)	6/15/2023
9	Healy, Patrick (EOM)	6/15/2023
10	Clark, Peter (EOM)	6/15/2023
11	John, Nigel (DACL)	6/15/2023
12	Greene, Nicole (OAH)	6/15/2023
13	Nguyen, Lap (EOM)	6/15/2023
14	Todd, Lori (OP)	6/15/2023
15	Lightfoot, Michael (DGS)	6/15/2023
16	Booker, Kevin (DSLBD)	6/15/2023
17	McDonnell, Rosemary (HSEMA)	6/15/2023
18	Wallace, Wade (EOM)	6/15/2023
19	Cawiezell, Thomas (EOM)	6/15/2023
20	Johnson, Robert (DMV)	6/15/2023
21	Leong, Laurence (EOM)	6/15/2023
22	Skibicki, Nicole (ORM)	6/15/2023
23	Hill, Zelalem (DCOZ)	6/15/2023
24	Dow, Tyrell (BEGA)	6/15/2023
25	Pedroso, Tamisha (DISB)	6/15/2023
26	Jennings, Dale (DFS)	6/15/2023
27	Randall, Brianna (DHS)	6/15/2023
28	Anderson, Mildred (DOH)	6/15/2023
29	Turcios, Jacqueline (EOM)	6/15/2023
30	Piva, Riley (HSEMA-Contractor)	6/15/2023
31	McFadden-Resper, Susie (EOM)	6/15/2023
32	Grey, Jeremy (DCHR)	6/15/2023
33	Espinosa, Nazel (EOM)	6/15/2023
34	Williams, Sonya (CFSA)	6/15/2023
35	Manassa, Marvin (OCP)	6/15/2023
36	Alexander, Daniel (DOEE)	6/15/2023
37	Briscoe, Michael (DPR)	6/15/2023
38	Robinson, Camille (ABCA)	6/15/2023
39	JonesBest, Natalie (DDOT)	6/15/2023
40	Smith, Natisha (OAG)	6/15/2023
41	Pope, Donia (EOM)	6/15/2023
42	Smalls, Michael (DHCD)	6/15/2023
43	Cherry Belle	6/15/2023
44	Washington, Lindsay (DCPS)	6/15/2023
45	Campbell, Mary (DBH)	6/15/2023
46	Adams, James (DGS)	6/15/2023
47	Parker, Carolyn (CAH)	6/15/2023
48	Jackson, Edwardo (OLG)	6/15/2023
49	Suggs-Randall, Qualahnia (OCTFME)	6/15/2023
50	Toshkoff, Rachel (DFS)	6/15/2023
51	Webb, Gregory (EOM)	6/15/2023
52	Deas, Melissa (HSEMA)	6/15/2023
53	Williams, Tania (DLCP)	6/15/2023
54	Gardner, Russell (HSEMA)	6/15/2023
55	Davidson, William (DDS)	6/15/2023
56	Nelson, Candace (DHCF)	6/15/2023

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# RISK COUNCIL MEETING FY23

September 21, 2023



 Assistant City Administrator for  
**INTERNAL SERVICES**

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

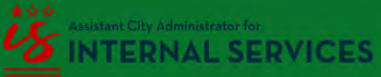
No.	Name	Meeting Date
1	Turcios, Jacqueline (EOM)	9/21/2023
2	Suggs-Randall, Qualahnia (OCTFME)	9/21/2023
3	Nguyen, Lap (EOM)	9/21/2023
4	Burdick, William (OUC)	9/21/2023
5	Smith, Melvyn (DPW)	9/21/2023
6	Campbell, Mary (DBH)	9/21/2023
7	McKine, Rosalyn (OCTO)	9/21/2023
8	Williams, Sonya (CFSA)	9/21/2023
9	Anderson, Mildred (DOH)	9/21/2023
10	Richardson, Brittany (DCHR)	9/21/2023
11	Mandel, Angela (EOM)	9/21/2023
12	Taylor-Weems, Yolanda (OUC)	9/21/2023
13	Michael Smalls	9/21/2023
14	Lee, Ayanna (OHR)	9/21/2023
15	Healy, Patrick (EOM)	9/21/2023
16	Lightfoot, Michael (DGS)	9/21/2023
17	Coleman, Tabitha (DCHR)	9/21/2023
18	Smith, Natisha (OAG)	9/21/2023
19	Pearson, Niecey (OP)	9/21/2023
20	Carmichael, Bernita (OSSE)	9/21/2023
21	Johnson, Robert (DMV)	9/21/2023
22	Greene, Nicole (OAH)	9/21/2023
23	Gardner, Russell (HSEMA)	9/21/2023
24	Washington, Lindsay (DCPS)	9/21/2023
25	Cawiezell, Thomas (EOM)	9/21/2023
26	Cambridge, Tamika (DOB)	9/21/2023
27	Webb, Gregory (EOM)	9/21/2023
28	Draughn, Torey (DCHR)	9/21/2023
29	McFadden-Resper, Susie (EOM)	9/21/2023
30	JonesBest, Natalie (DDOT)	9/21/2023
31	Williams, Tania (DLCP)	9/21/2023
32	John, Nigel (DACL)	9/21/2023
33	Williams, Brittany (EOM)	9/21/2023
34	Toshkoff, Rachel (DFS)	9/21/2023
35	Leong, Laurence (EOM)	9/21/2023
36	Hailu, Surafel (OHR)	9/21/2023
37	Briscoe, Michael (DPR)	9/21/2023
38	Brown, Xenia (EOM)	9/21/2023
39	Alexander, Daniel (DOEE)	9/21/2023
40	Grey, Jeremy (DCHR)	9/21/2023
41	Jennings, Dale (DFS)	9/21/2023
42	Manassa, Marvin (OCP)	9/21/2023
43	Wallace, Wade (EOM)	9/21/2023
44	Davidson, William (DDS)	9/21/2023
45	Jackson, Edwardo (OLG)	9/21/2023
46	Carson, Anthony (DDOT)	9/21/2023
47	Philp, Vevene (OCME)	9/21/2023
48	Hill, Zelalem (DCOZ)	9/21/2023
49	Josh (Guest)	9/21/2023
50	Washington, Andrew (EOM)	9/21/2023
51	Sidbury, Porche (DYRS)	9/21/2023
52	Mills, Porscha (EOM)	9/21/2023
53	Ross-King, Patricia (EOM)	9/21/2023
54	Stewart, Shaneah (EOM)	9/21/2023
55	Cancelosi, Mark (DPW)	9/21/2023
56	Purdie, Katrice (DISB)	9/21/2023
57	Cherry Belle	9/21/2023
58	Thomas, Joshua (DHS)	9/21/2023
59	Etwaroo, Howard (EOM)	9/21/2023
60	Robinson, Camille (ABCA)	9/21/2023





# RISK COUNCIL MEETING

NOVEMBER 08, 2023





# GEOTAB GPS PRESENTATION

Frank Pellitta, President  
Assured telematics

[Copy of 10-20-2023 Speeding 15mph over posted \(Y\) 20231021 050038](#)



No.	Name	Meeting Date
1	Turcios, Jacqueline (EOM)	11/8/2023
2	Philp, Vevene (OCME)	11/8/2023
3	Hill, Zelalem (DCOZ)	11/8/2023
4	Grey, Jeremy (DCHR)	11/8/2023
5	Cancelosi, Mark (DPW)	11/8/2023
6	Washington, Andrew (EOM)	11/8/2023
7	Parker, Carolyn (CAH)	11/8/2023
8	John, Nigel (DACL)	11/8/2023
9	Frank Pellitta	11/8/2023
10	Leong, Laurence (EOM)	11/8/2023
11	Taylor-Weems, Yolanda (OUC)	11/8/2023
12	Stewart, Shaneah (EOM)	11/8/2023
13	Pearson, Niecey (OP)	11/8/2023
14	Mandel, Angela (EOM)	11/8/2023
15	Cawiezell, Thomas (EOM)	11/8/2023
16	Healy, Patrick (EOM)	11/8/2023
17	Smith, Natisha (OAG)	11/8/2023
18	Webb, Gregory (EOM)	11/8/2023
19	Lightfoot, Michael (DGS)	11/8/2023
20	Anderson, Mildred (DOH)	11/8/2023
21	Michael Smalls	11/8/2023
22	Strong, Yolanda (DDS)	11/8/2023
23	Williams, Tania (DLCP)	11/8/2023
24	Young, Carl (DOC)	11/8/2023
25	Randall, Brianna (DHS)	11/8/2023
26	Pedroso, Tamisha (DISB)	11/8/2023
27	Alexander, Daniel (DOEE)	11/8/2023
28	Robinson, Camille (ABCA)	11/8/2023
29	Nwagbara, Daniel (OCP)	11/8/2023
30	Boehm, William (DDOT)	11/8/2023
31	JonesBest, Natalie (DDOT)	11/8/2023
32	Williams, Brittany (EOM)	11/8/2023
33	Campbell, Mary (DBH)	11/8/2023
34	Briscoe, Michael (DPR)	11/8/2023
35	Carmichael, Bernita (OSSE)	11/8/2023
36	Cambridge, Tamika (DOB)	11/8/2023
37	Mills, Porscha (EOM)	11/8/2023
38	Williams, Sonya (CFSA)	11/8/2023
39	Burdick, William (OUC)	11/8/2023
40	Cook, Brian (MPD)	11/8/2023
41	Carson, Anthony (DDOT)	11/8/2023
42	Warner, Tanikia (DDOT)	11/8/2023
43	Davis, Crystal (PERB)	11/8/2023
44	Greene, Nicole (OAH)	11/8/2023
45	Lee, Ayanna (OHR)	11/8/2023
46	Jackson, Edwardo (OLG)	11/8/2023
47	McFadden-Resper, Susie (EOM)	11/8/2023
48	Suggs-Randall, Qualahnia (OCTFME)	11/8/2023
49	McKine, Rosalyn (OCTO)	11/8/2023
50	Gardner, Russell (HSEMA)	11/8/2023