

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF DISABILITY RIGHTS
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 Disability Rights (ODR) 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 Disability Rights (ODR) 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 Disability Rights (ODR) 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 ODR 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 ODR 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. Create and submit requests for credentialing that will allow staff access to the appropriate buildings and work sites.
4. Create and process “new hire” requests as well as “exiting” employees leaving or transferring within District agencies.
5. 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 (ODR) 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

Mathew McCollough, Director
Office of Disability Rights (ODR)
441 4th Street, NW Suite 729 North
Washington, DC 20001
Phone: (202) 724-5055 (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

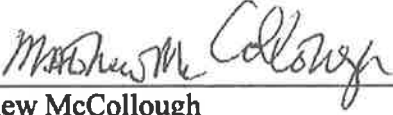
All disputes arising under this MOU shall be referred to Mathew McCollough, Director and Howard Etwaroo for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the relevant Deputy Mayor(s) for resolution.

XIV. CONFIDENTIAL INFORMATION

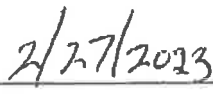
The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

The Office of Disability Rights



Mathew McCollough
Director, ODR

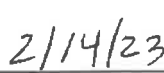


Date

The Executive Office of the Mayor



John J. Falcicchio
Chief of Staff, EOM



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 DISABILITY RIGHTS Agreement Number _____

Buyer Contact

	Program Management	Agency Budget	Agency Accountant
Name			
Phone			

Buyer Agency: _____

Seller Contact

	Program Management	Agency Budget	Agency Accountant
Name	Howard Etwaroo	Dominiquica Higginbotham	Hugo Figueredo
Phone	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)
Seller Agency Code and Name			
Buyer Agency Code and Name			
Service Period			
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)			
Services GL –Buyers Program & Cost Center			
Buyers Fund			
Buyer Project # – Assigned to Seller			
Project Name			
Project PATEO (Project, Award, Task, Expense Type, Organization)			
Funding Amount Agreed Upon			



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Agreement Title: MOU FOR THE OFFICE OF DISABILITY RIGHTS Agreement Number _____

Buyer Contact

	Program Management	Agency Budget	Agency Accountant
Name	Ngoc Trinh	Anthony Young	Antwan Gupta
Phone	MS Teams	MS Teams	MS Teams

Buyer Agency: Office of Disability Rights (ODR) Michael Troyer for All

Seller Contact

	Program Management	Agency Budget	Agency Accountant
Name	Howard Etwaroo	Dominiquica Higginbotham	Hugo Figueredo
Phone	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)
Seller Agency Code and Name			
Buyer Agency Code and Name	JR0 - Office of Disability Rights		
Service Period	10/01/23 - 9/30/24		
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)			
Services GL –Buyers Program & Cost Center	700227-70368		
Buyers Fund	1010001		
Buyer Project # – Assigned to Seller	401533		
Project Name	EOM Support Services		
Project PATEO (Project, Award, Task, Expense Type, Organization)	401533-1000522-10.01 7131029-70368		
Funding Amount Agreed Upon	6,000.00		

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

The Office of Disability Rights




Mathew McCollough
Director, ODR

October 25, 2023

Date

The Executive Office of the Mayor



Lindsey Parker
Chief of Staff, EOM

Sept 25, 2023

Date



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR

Mayor's Office of Deaf, DeafBlind, & Hard of Hearing



Kari Cooke
Director

**NOTIFICATION OF MULTI-AGENCY MOU
FOR ADA ACCESSIBLE COMMUNICATION SERVICES**

TO: Office of Disability Rights (ODR)
FROM: Mayor's Office of Deaf, DeafBlind, and Hard of Hearing (MODDHH)
DATE: November 28, 2023
RE: *Notification of Multi-Agency MOU regarding ADA Accessible Communication Services-
Effective Communication Program (ECP)*

This memorandum provides notification that MODDHH has requested that the City Administrator sign the attached multi-agency memorandum of understanding ("MOU") on behalf of your agency and other buyer agencies.

Under the MOU, MODDHH will provide ADA accessible communications services to your agency, and your agency will be responsible for the following:


- Payment to MODDHH of \$4,637.50, through the establishment of an Interagency Project in DIFS in that amount. The amount of the payment is based on the actual amount your agency used in FY 2022 for services provided by MODDHH to your agency;
- Compliance with the conditions of use (Section II.A-C of the MOU) set out in Attachment A of this notification; and
- Compliance with the payment terms and conditions (Section III.A, 1-4 of the MOU) set out in Attachment B of this notification.

The City Administrator intends to sign the MOU on or about Wednesday, December 19, 2023.

Therefore, by 5:00 p.m. on Friday, December 8, 2023, please sign and date the form below, and return the completed form to Kisha Gore, Chief of Staff at kisha.gore@dc.gov.

Agency Acknowledgment

- ODR understands and agrees to comply with the terms and conditions (including payment amount) of the MOU described above.
- For the following reason(s), ODR does not agree with the terms and conditions (or payment amount) of the MOU:

Signature:		Date:	12/18/2023
Printed name and title:	Ngoc Trinh, ODR Chief of Staff ,for Director Mathew McCollough		

ATTACHMENT A

Conditions of Use

- A. ODDHH shall, upon each request of a Participating Agency, and pursuant to the terms of this MOU, provide (via a private contract vendor) ADA accessible communications services (including, if requested, sign language interpreting, protactile interpreting, and/or captioning through communication access real-time translation (“CART”)) for the Participating Agency for meetings, conferences, trainings, or other interaction with District residents and constituents who are deaf, deafblind, deaf disabled, hard of hearing, and late deafened. ODDHH shall also, upon each request of a Participating Agency, provide sign language interpretation services and/or CART as a reasonable accommodation for District government employees who are deaf, deafblind, deaf disabled, hard of hearing, or late deafened for meetings, conferences, or trainings.
- B. The following guidelines shall apply to the provision of sign language interpretation and CART services by ODDHH under this MOU:
1. Sign language interpreters and/or CART must be requested by a Participating Agency with at least five (5) business days’ notice.
 2. Sign language interpreters, protactile interpreters, & CART are not reliably available on an emergency/short-notice basis.
 3. Interpreters, captioners, and protactile specialists are only available for travel within the District.
 4. If a Participating Agency cancels a request for a sign language interpreter or CART with less than three (3) days’ notice, the Participating Agency shall be responsible for the full cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation, protactile specialists, or CART services from a Participating Agency falls outside the guidelines described in subsection B of this section II, sign language interpretation, protactile specialists, and CART services may be sought independently at the Participating Agency’s own cost. ODDHH can assist the Participating Agency with arranging for these services.



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR

Mayor's Office of Deaf, DeafBlind, & Hard of Hearing



ATTACHMENT B

Funding Provisions—Payment

1. Each Participating Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Attachment A of this MOU [i.e., the amount set forth in the notification]. The Interagency Project shall be established in a manner that allows ODDHH to directly charge the Project for the costs the ODDHH incurs in providing services to the Participating Agency under this MOU.
2. ODDHH shall charge the Interagency Project only for the actual cost of services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, ODDHH shall attach, to the Project, documentation that supports the charge, including invoices as applicable.
4. ODDHH and a Participating Agency may increase the relevant Interagency Project amount for FY 2024 listed for the Participating Agency in Attachment A by the mutual agreement of ODDHH and the Participating Agency. In addition, an agency not listed in Attachment A may participate in this MOU by the mutual agreement of ODDHH and the agency.

Office of Disability's Schedule A

Report run on 1/18/2024

Position Number	Title	FTE x Dist %	Program	Activity	Salary	Fringe
00008345	EXECUTIVE DIR	1	Agency Management Program	Compliance	117,129	27,760
00009477	Administrative Support Spec.	1	Agency Management Program	Compliance	95,816	22,708
00024988	Program Support Specialist	1	Agency Management Program	Compliance	67,383	15,970
00026225	Program Analyst	1	Agency Management Program	Training and Development	65,285	15,473
00044560	Public Affairs Specialist	1	Performance Management	Evaluation & Compliance	83,289	19,739
00046099	Director	1	Performance Management	Evaluation & Compliance	150,804	35,740
00046267	Staff Assistant	1	Performance Management	Evaluation & Compliance	71,579	16,964
00046268	ADA Comp. Spec. (Public Works)	0.9	Performance Management	Evaluation & Compliance	119,916	28,420
00046268	ADA Comp. Spec. (Public Works)	0.1	Performance Management	Evaluation & Compliance	119,916	28,420
00046274	Chief of Staff	1	Performance Management	Evaluation & Compliance	130,000	30,810
00046275	ADA Comp. Spec. (Employment)	0.9	Performance Management	Evaluation & Compliance	96,052	22,764
00046275	ADA Comp. Spec. (Employment)	0.1	Performance Management	Evaluation & Compliance	96,052	22,764
00046964	ADA Architect	0.6	Agency Management Program	Training and Development	119,916	28,420

00046964	ADA Architect	0.3	Performance Management	Evaluation & Compliance	119,916	28,420
00046964	ADA Architect	0.1	Performance Management	Evaluation & Compliance	119,916	28,420
00092013	Program Support Asst (OA)	1	Performance Management	Evaluation & Compliance	51,091	12,109
00105306	Interpreter (Sign Language)	1	Performance Management	Evaluation & Compliance	83,289	19,739
00105307	Interpreter (Sign Language)	1	Performance Management	Evaluation & Compliance	80,784	19,146
00108261	Program Support Assistant	1	Agency Management Program	Compliance	50,830	12,047
00109322	Attorney Advisor	1	Performance Management	Evaluation & Compliance	116,259	27,553
00111686	Program Support Specialist	1	Agency Management Program	Compliance	80,784	19,146
		17				

Start date with District Gov.	Start date with ODR if different	Cont/Term /Temp/ Contract	Status
1/8/2018	6/18/2022	Continuing	Filled
5/11/2020		Continuing	Filled
1/9/2017	7/3/2022	Continuing	Filled
			Vacant (hiring is frozen)
4/14/2008	8/1/2021	Continuing	Filled
4/4/2010		Continuing	Filled
11/9/2020	6/19/2022	Continuing	Filled
1/7/2008	9/28/2008	Continuing	Filled
1/7/2008	9/28/2008	Continuing	Filled
10/17/2005	4/23/2023	Continuing	Filled
5/28/2019	7/3/2022	Continuing	Filled
5/28/2019	7/3/2022	Continuing	Filled
5/27/2008		Continuing	Filled

5/27/2008		Continuing	Filled
5/27/2008		Continuing	Filled
1/9/2017		Continuing	Filled
9/11/2023		Continuing	Filled
			Vacant
8/15/2022		Continuing	Filled
1/2/2024		Continuing	Filled
10/23/2023		Term	Filled