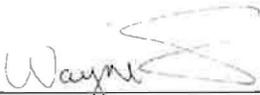


- e. Psychologist: \$160,000.00
- B. Housing Coordinator: \$121,942.00
- C. Rate Study: \$900,000.00
- D. Telehealth: \$661,495.00
- E. Enabling Technology: \$1,500,000.00
- F. Stakeholder Technical Assistance: \$457,911.00
- G. IFS Waiver/Participant-Directed Services:
 - a. Program Coordinator: \$128,525.00

IN WITNESS WHEREOF, the Parties hereto have executed this MOU Addendum No. 2 as follows:

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne Turnage
Director

5/15/2024

Date

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

5/16/2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING
AND
DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2024**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department of Aging and Community Living (“DACL” or “Buyer Agency”) and the Department on Disability Services (“DDS” 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

The purpose of this MOU is to clarify the Parties’ obligations and commitments regarding the office space and facilities to be provided for DACL’s employees at DDS’s offices located at 250 E Street, S.W., Washington, D.C. 20024-3208 (the “Facility”).

DACL’s mission is to advocate, plan, implement, and monitor programs in health, education, and social services for the elderly; to promote longevity, independence, dignity, and choice for aged District residents, District residents with disabilities regardless of age, and caregivers; to ensure the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; to uphold the core values of service excellence, respect, compassion, integrity, and accountability; and to lead efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources.

DDS’s mission is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces, and communities in every neighborhood in the District of Columbia.

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 DACL with 10,202 square feet of space, including one (1) office and 55 cubicles in the Facility.
2. Allow DACL use of postage.
3. Permit DACL access to and use of conference rooms, the gym, the roof top, three (3) wellness rooms, three (3) kitchens, and the trash disposals in the Facility.
4. Permit DACL access to and use of copiers and printers in the Facility.

B. RESPONSIBILITIES OF BUYER AGENCY

1. Provide computer hard drives, monitors, telephones, and office equipment and/or supplies for employees.
2. Identify and share with DDS the names, employee numbers, badge information, and tours of duty of the employees assigned to the Facility.

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 in writing by the Parties 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 **\$483,782.35** for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer and Seller Agencies’ estimate of the actual cost of the goods and/or services that will be provided under this MOU.

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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a “Watcher.” This excludes anything other than personnel costs documented in Peoplesoft.

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 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

Angela Richardson
Chief of Staff & Director of Communications and External Affairs
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov
202-304-0342

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov
(202) 730-1548

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the above contact points for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DACL and DDS 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 AGING AND COMMUNITY LIVING



Charon P.W. Hines
Director

11/08/2023
Date

DEPARTMENT ON DISABILITY SERVICES



Andrew Reese
Director

November 8, 2023
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY
AND
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2024**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Child and Family Services Agency (“CFSA” or “Buyer Agency”) and the District of Columbia Department on Disability Services (“DDS” 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

The Parties are authorized to enter into this MOU consistent with the Department on Disability Services Establishment Act of 2006 (D.C. Law 16-265; D.C. Official Code § 7-761.01 *et seq.*) and the Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277; D.C. Official Code § 4-1303.01a *et seq.*).

The purpose of this MOU is to provide care for ██████████, who was born on March 30, 2004 (“MW”), and ██████████, who was born on July 10, 2004 (“CB”), collectively referred to herein as the “youths”. These youths are committed to CFSA, but each youth meets the eligibility requirements for services provided by DDS. This MOU establishes the funding for CFSA to pay to DDS the expected costs for contracting with DDS Medicaid provider agencies that meet the criteria for a Choice Provider status, through the dates of these youths’ 21st birthdays respectively on March 30, 2025 (MW), and July 10, 2025 (CB).

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

DDS as the Seller Agency shall:

1. Provide appropriate placement for the youths.

2. Provide case management services to include, but not be limited to, supported living services, residential habilitation, companion, nutrition services, fitness services, a behavior support plan, service coordination and support for any mental health services for the youths through the use of any provider networks utilized by DDS. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to resources to promote quality outcomes.
3. Except in an emergency situation, provide at least thirty (30) calendar days advance written notice to CFSA prior to moving the youths to a new placement

B. RESPONSIBILITIES OF BUYER AGENCY

CFSA as the Buyer Agency shall:

1. Make timely monthly payments to DDS at a daily rate of \$591.78 for the 366-day period of October 1, 2023 through September 30, 2024, for MW.
2. Make timely monthly payments to DDS at a daily rate of \$294.60 for the 366-day period of October 1, 2023 through September 30, 2024, for CB.
3. Provide full case management support for the two (2) youths. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to meet the youths' comprehensive needs through communication and coordination of available resources to promote quality outcomes.

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 earlier 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-year option periods beginning with fiscal year ("FY") 2025 (*i.e.*, October 1, 2024 to September 30, 2025). 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 at least thirty (30) 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 three hundred twenty-four thousand, four hundred and thirteen dollars and seventy-two cents (\$324,413.72) for FY 2024.
2. The daily rates for the 366-days in FY 2024 are \$591.78 for MW and \$294.60 for CB.
3. The total cost of the goods and/or services is based on the Buyer Agency and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU at the rates provided in the budget attached as Attachment A.

B. PAYMENT

1. Within 30 calendar 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 made directly against the Interagency Project, other than personnel costs documented in PeopleSoft, via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher".

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 or modified only by the written agreement of the Parties. Amendments or modifications 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.
- C. The Seller Agency will maintain client records consistent with applicable laws, document retention schedules, and contracts.

XI. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving at least 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:

For CFSA as the Buyer Agency:

Ana Burgos, Administrator
Administration for Kinship & Placement
D.C. Child and Family Services Agency
200 E Street, SE, Room 22654
Washington, DC 20003

For DDS as the Seller Agency:

Winslow Woodland, Deputy Director
Developmental Disabilities Administration
D.C. Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Ana Burgos, CFSA Administrator, Administration for Kinship & Placement, and Winslow Woodland, DDS Deputy Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the 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. Specifically, the Parties acknowledge that information concerning clients is confidential and needs to be maintained in a safe and secure fashion including the safeguarding of PHI and PII information regarding children, youth, and families in accordance with the Health Information Portability and Accountability Act (HIPAA), and all federal and district laws governing confidentiality. In the event client data is breached or lost the Seller Agency shall notify the Buyer Agency within the time allotted by applicable policies and legislation. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Seller Agency and Buyer Agency.

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

CHILD AND FAMILY SERVICES AGENCY:

Robert L. Matthews

Robert L. Matthews
Director

01 / 19 / 2024

Date

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese

Andrew P. Reese
Director

January 25, 2024

Date

Title	FY24 MOU with DDS for Care of Two Youth
File name	FY24 MOU CFSA-DDS...outh - Final.docx
Document ID	403a100294e99db558a7de3b8babd8f9c3de2f8c
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history



SENT

01 / 19 / 2024

10:34:09 UTC-5

Sent for signature to Robert L. Matthews
(robert.matthews2@dc.gov) from marc.elliott@dc.gov
IP: 71.126.163.239



VIEWED

01 / 19 / 2024

10:52:59 UTC-5

Viewed by Robert L. Matthews (robert.matthews2@dc.gov)
IP: 174.216.152.247



SIGNED

01 / 19 / 2024

10:53:09 UTC-5

Signed by Robert L. Matthews (robert.matthews2@dc.gov)
IP: 174.216.152.247



COMPLETED

01 / 19 / 2024

10:53:09 UTC-5

The document has been completed.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF AGING AND COMMUNITY LIVING
FISCAL YEAR 2024**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the District of Columbia Department of Aging and Community Living ("DACL" 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 mission of DACL is to advocate, plan, implement, and monitor programs in health, education, employment, and social services, which promote longevity, independence, dignity, and choice for District residents ages 60 and older and those with disabilities.

The purpose of the independent living provision ("Title VII") of the Rehabilitation Act of 1973, as amended ("the Act"), is to promote a philosophy of independent living ("IL"), including of consumer control, peer support, self-help, self-determination, equal access, and individual and system advocacy. This philosophy is intended to maximize the leadership, empowerment, independence, and productivity of individuals with disabilities, and the integration and full inclusion of individuals with disabilities into the mainstream of American society.

In addition, Title VII, Chapter 2 of the Act authorizes federal funding to states for the delivery of services to older individuals who are blind ("Older Blind Program"). By enacting Chapter 2, Congress recognized the existence of a large population of older blind consumers in need of services to maintain independence. The Designated State Unit, DDS/RSA, may use funds awarded under the Older Blind Program to carry out the activities described in Section IV of this MOU. The services that can be provided under the Older Blind Program include: services to help correct blindness, provision of eyeglasses and other visual aids, services and equipment to enhance mobility and self-sufficiency, mobility training, Braille instruction, and other services and equipment to help older persons who are blind adjust to blindness, guide services, reader services and transportation, and any other appropriate services to help an older person who is blind in coping with daily living activities, IL core services including IL skills training, information and referral, peer counseling and individual and systems advocacy; and other IL services as defined in the Act and the IL program regulations.

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 DACL

DACL will provide the services identified in this MOU through agreements with two private, nonprofit, community-based agencies. The services provided at each agency and the cost of each are outlined below:

1. The Seabury Resources for Aging Ward 5 Model Cities Senior Wellness Center will provide:

Program space five days per week to provide a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, recreational trips, and counseling of older blind seniors;

The DDS/RSA Shared Cost of the program will include:

Older Blind Program Consultants

Program Coordinator \$30/hour x 520 hours	\$15,600.00
Asst. Program Coordinator \$20/hour x 520 hours	\$10,400.00
Walter Smith (11 Fitness classes per month)	\$6,600.00
Doris Johnson (Wellness Programs) 10 classes/year	\$3,000.00
Plants and Blooms-flowers/vases and classes monthly	\$5,239.00
Runelle Gillium 12 classes/month	\$7,200.00
Lisa Swag Works 43 sessions/year	\$13,150.00

Older Blind Program Activities

Fall Page Writing Guides	\$40.00
Bold Line Writing Guides	\$50.00
Olympus Digital Voice Recorder	\$109.90
20/20 Pens	\$85.00
Signature Guide with Spring Metal	\$116.00
PPE Supplies	\$3,000.00
Older Blind Program Supplies	\$5,681.00
Security	\$11,929.00

Assistive Technology

Victor Reader Stream	\$5,225.00
Talking Blood Pressure Cuffs	\$1,000.00
Talking Scales	\$900.00
Victor Stream Tutorial	\$155.10

The grand total for Seabury Resources for Aging Older Blind Program is \$89,480.00.

2. The East River Family Strengthening Collaborative Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center will provide:

Nutritious meals, transportation to sites and activities, health promotion,

recreation, and socialization activities, which include trips and individual and group counseling, teaching American Sign Language to the hearing seniors and to the late deaf who have never learned to communicate through sign; and self-advocacy training for the deaf and hard of hearing to ensure they are obtaining equipment, services, and benefits necessary for their activities of daily living. This training includes assisting participants with contacting the fire department so they can receive appropriate detectors, such as flashing fire detectors and lighted telephones. Additionally, participants may receive training on the TTY systems and deaf relay systems, which allow them to communicate with the outside world. New technology such as the VP Sorenson Video phone allow consumers that no longer use the TTY system to see and communicate with the person that they are talking with through using manual sign language.

The DDS/RSA Shared Cost of the program will include:

- Hands in Motion / Deaf and Hard of Hearing contract consultant at \$83 per hour in person and \$75 per hour virtual. The contractor provides sign language interpretation for clients of the Deaf and Hard of Hearing program totaling \$14,478.00.
- The cost for technology training and support for twenty (20) participants is \$25,000.00.
- The grand total for Ward 8 Lead Agency is \$39,478.00.

B. RESPONSIBILITIES OF DDS/RSA

To fund and manage private, nonprofit, community-based providers: the Seabury Resource for Aging's Center for the Blind and Visually Impaired; and the East River Family Strengthening Collaborative Ward 8 Lead Agency Deaf and Hard of Hearing Senior Center. This funding will support the following services: independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, counseling, interpretation, and assistive equipment for older blind, visually impaired, deaf and hard of hearing, or deaf blind seniors.

In support of the work provided by the two private, nonprofit, community-based providers, DDS/RSA shall:

1. Coordinate services provision with the private agency case manager, for all consumers who receive services through these programs and DDS/RSA's Independent Living or Independent Living Older Blind Programs.

Arrange and fund the transportation of participants at the Ward 5 Model Cities site. Transportation funding for the Model Cities site will be excluded from the transfer of funds to DACL under this MOU.

2. Reimburse DACL for all approved personnel services expenses resulting from the hiring of staff necessary to support these services, including payment of wages, taxes, and other benefit costs required under District of Columbia laws.
3. Reimburse DACL for all other approved program costs, as outlined in Section IV (A), above.

DDS shall include and make DACL aware of any data requests to the two private, nonprofit community-based agencies providing services under this MOU. DACL may verify any data provided by the agencies for services under this MOU.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall begin on October 1, 2023, and shall end on September 30, 2024, unless 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) of one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DDS/RSA shall provide DACL with written notice of its intent to exercise an option period prior to 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 DDS/RSA for the goods and/or services provided under this MOU shall not exceed \$ **128,958.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the DDS/RSA and DACL's estimate of the actual cost of the goods and/or services that will be provided under this MOU, This includes **\$89,480.00** for consultants, program activities, and supplies for the Seabury Resources for Aging Model Cities Senior Wellness Center responsibility for managing the Aging Center for the Blind and Visually Impaired; and **\$39,478.00** for contract interpretation and assistive technology for the East River Family Strengthening Collaborative Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center, referred to in Section IV above. This amount does not include costs for the specialized blind rehabilitation services and training in the homes and community. The Specialized Rehabilitation Intervention services for the blind will be funded by the Vocational Rehabilitation Services Program Grant, the Independent Living State Grant, and the Independent Living Services for Older Individuals who are Blind. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and overhead, as presented to DDS/RSA and accepted by DDS/RSA.

B. PAYMENT

1. Within 30 days of the effective date of this MOU, DDS/RSA 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 DACL

to directly charge the Project for the costs the DACL incurs in providing goods and/or services under this MOU.

2. The DACL shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge made directly against the Interagency Project via an accounting transaction, DACL shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For DACL purchases made through PASS, DACL must include the DDS/RSA representative in the approval flow as a "Watcher". This excludes other than personnel costs documented in Peoplesoft.
4. The DACL is required to inform the DDS/RSA if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee.

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 DACL 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 DDS/RSA and DACL 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 DDS/RSA and DACL 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 60 calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the DDS/RSA and DACL shall reconcile any amounts due to the DACL under this MOU. The DDS/RSA shall not remove funding from the Interagency Project established pursuant to section VI (B) of this MOU until the DACL has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the DACL.

XII. NOTICES

The following individuals are the contact points for each Party:

DDS/RSA:

Darryl Evans
Deputy Director
250 E Street, SW
Washington, DC 20024
Darryl.evans@dc.gov
Telephone: (202) 442-8490

DACL:

Melanie Johnson
Chief Program Officer
500 K Street, NE
Washington, DC 20002
melanie.johnson@dc.gov
Telephone: (202)
355-5148

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Deputy Director of DDS/RSA and the Program Manager at DACL for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS/RSA and DACL 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 ON DISABILITY SERVICES:

Andrew Reese
Andrew P. Reese
Director
Department on Disabilities Services

January 30, 2024
Date

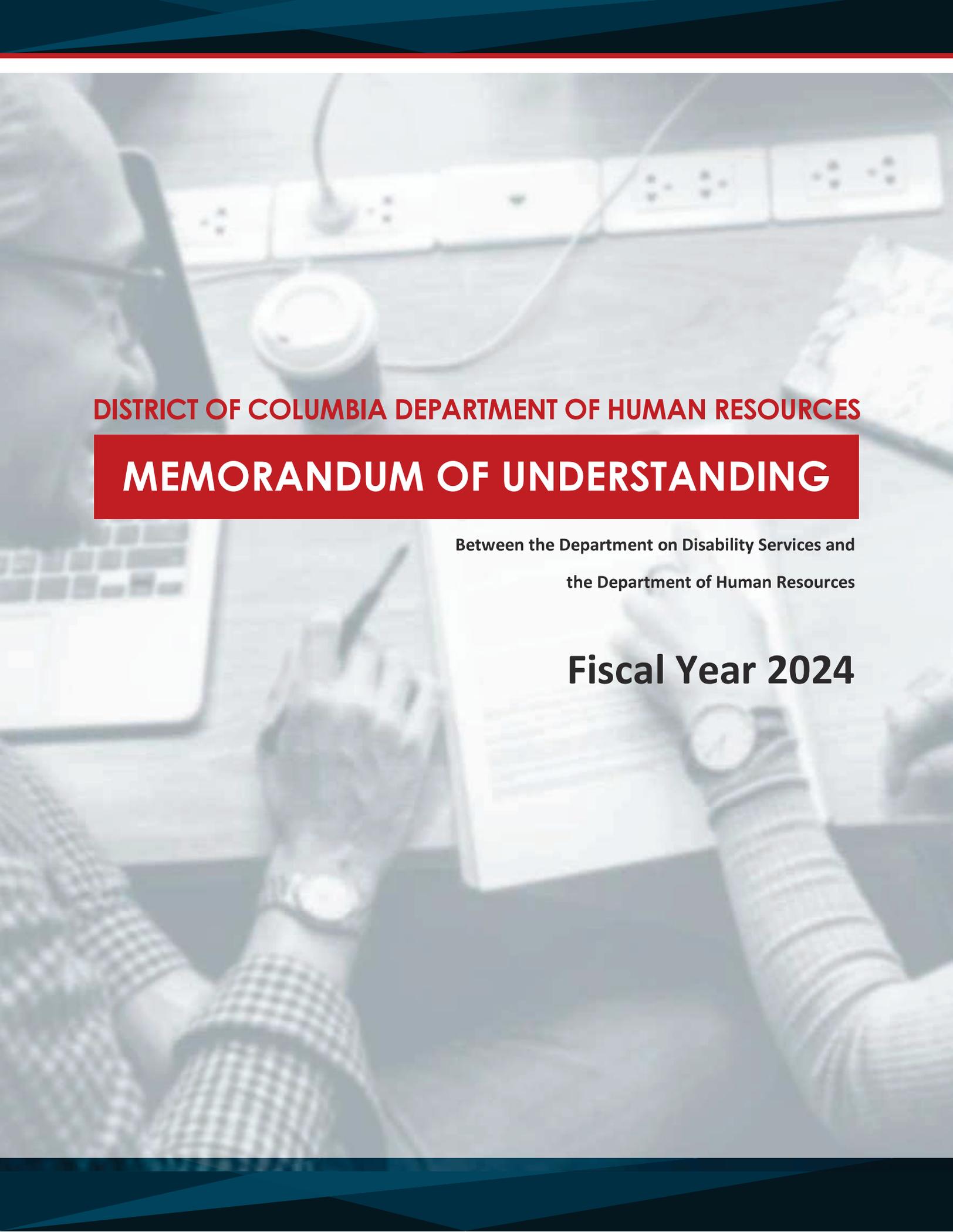
Darryl Evans
Darryl Evans
Deputy Director
Department on Disability Services/ Rehabilitation
Services Administration

12/04/2023
Date

DEPARTMENT OF AGING AND COMMUNITY LIVING:

Charon P.W. Hines
Charon P.W. Hines
Director

11/22/2023
Date



DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between the Department on Disability Services and
the Department of Human Resources**

Fiscal Year 2024

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the *District of Columbia Department on Disability Services* (“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 Seller Agency.

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.

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.

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 **\$10,689.36** 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 made directly against the Interagency Project via an accounting transaction, 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 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 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 authorized representatives for each Party:

Buyer Agency

Jessica Gray
Human Capital Administrator
250 E Street SW, Washington DC 20024
Jessica.gray@dc.gov

Seller Agency

Tamika Cambridge
Compliance Review Manager
1015 Half Street SE, 8th Floor, Washington DC 20003
tamika.cambridge@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the *Human Capital Administrator* 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 District of Columbia Department on Disability Services 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 DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director

9/1/2023

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES



Charles Hall, Jr.
Acting Director

9/21/23

Date

Attachment A

FY24 Service Costs

Compliance Services

Criminal Background Checks (General)					
Positions	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$24.25	\$35.75	\$0.00	\$0.00
Protection	12	\$24.25	\$35.75	\$0.00	\$720.00
Security	12	\$24.25	\$35.75	\$0.00	\$720.00
Volunteers	0	\$24.25	\$35.75	\$0.00	\$0.00
Summer Hires	0	\$24.25	\$35.75	\$0.00	\$0.00
Criminal Background Checks Total Cost					\$1,440.00
Criminal Background Recertifications					
Positions	Projected # Recerts	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$24.25	\$35.75	\$0.00	\$0.00
Protection	93	\$24.25	\$35.75	\$0.00	\$5,580.00
Security	48	\$24.25	\$35.75	\$0.00	\$2,880.00
Criminal Background Recert Total Cost					\$8,460.00
On-Site Suitability Events					
Duration	Events Count	Projected # Processed	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
4 Hours	0	40	\$120.00	\$0.00	\$0.00
8 Hours	0	80	\$240.00	\$0.00	\$0.00
Suitability Events Total Cost					\$0.00
Drug Testing (General)					
Positions	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$30.03	\$35.75	\$0.00	\$0.00
Protection	12	\$30.03	\$35.75	\$0.00	\$789.36
Summer Hires	0	\$30.03	\$35.75	\$0.00	\$0.00
Drug Testing Total Cost					\$789.36
Drug Testing (Random)					
Positions	Projected # Randoms	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$30.03	\$35.75	\$0.00	\$0.00
Alcohol	0	\$44.75	\$35.75	\$0.00	\$0.00
Random Drug Testing Total Cost					\$0.00
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
Grand Total					\$10,689.36

**FISCAL YEAR 2024 MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES,
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC LIBRARY**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency (“DDS/RSA” or “Buyer”) and District of Columbia Public Library, the seller agency (“DCPL” 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. PROGRAM GOALS AND OBJECTIVES

The program objective is to provide National Federation of the Blind (“NFB”) Newsline Services (“Newsline Services”) to eligible registered patrons of the D.C. Regional Library for the Blind and Print Disabled (DC Talking Book and Braille Program) who are residents. RSA pays for a license through the NFB for Newsline Services through FY 2024; DCPL is responsible for the implementation of the services to District of Columbia residents.

The purpose of this MOU is to establish the terms and conditions under which DDS/RSA shall transfer funding for DCPL to provide training and outreach in order to educate consumers on how to access Newsline Services.

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 (DCPL)

1. Develop and implement a program that will ensure that District residents that are print disabled are enrolled in Newsline Services that will allow them to

receive media services through digital text or digital audio formats from various news organizations or other suppliers.

2. Seek pre-approval from DDS/RSA for any costs it incurs in implementing this MOU, including administrative and IT, but not excluding any other costs incurred by the seller.
3. Collect data with DDS/RSA to track usage of services and training program.
4. Secure DDS/RSA approval before entering into any contractual arrangements that use Independent Living Services or Independent Living Services for Older Individuals who are Blind grant funds.
5. Engage DDS/RSA in the selection process for all contractors used by DCPL in the provision of Newsline Services.
6. Select and identify the Newsline Administrator to handle various administrative duties that will provide support for the program.
7. Notify DDS/RSA of the Newsline Administrator selection.
8. Verify and approve monthly invoices of the Newsline Administrator.
9. Ensure the submission of new subscribers to the identified person at RSA.
10. Provide IT support to the NFB-Newsline Administrator, as needed.

B. RESPONSIBILITIES OF BUYER (DDS/RSA)

1. Ensure funds availability no later than November 20, 2023.
2. Ensure timely and accurate reporting and administration of the program.
3. Have oversight responsibility over the federal grant dollars awarded to DC Government and transfer to Seller for services rendered.
4. Draw down the following federal grant funds and transfer to DCPL: Independent Living Services and Independent Living Services for Older Individuals who are Blind.
5. Participate in Steering Committees.
6. Have federal grant reporting responsibility for the federal grant dollars awarded to DC Government and transfer to Seller for services rendered and submit annual reports to the Department of Education (for Independent Living Services for Older Individuals who are Blind) and Health and Human Services (for Independent Living Services Program).

7. Ensure that appropriate referrals of DDS/RSA consumers requiring Newsline Services are made to DCPL.
8. DDS/RSA will pay the licensing fee to make the NFB-Newsline service available to DCPL for FY 2024.
9. Provide computer training to the NFB-Newsline Administrator, if needed.

V. DURATION OF 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 four (4) of 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 30 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 \$17,300.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the DDS/RSA 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 actual overhead.

B. PAYMENT

1. October 1, 2023, 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a “Watcher”. This excludes other than personnel costs documented in Peoplesoft.
4. The Seller Agency is required to inform the Buyer Agency if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee.

C. ANTI-DEFICIENCY CONSIDERATIONS

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 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. NOTICE

The following individuals are the contact points for each Party:

DDS/RSA:

Darryl Evans
Deputy Director

Department on Disabilities Services/Rehabilitation Services Administration
250 E Street SW
Washington, D.C. 20024
E-mail: Darryl.Evans@dc.gov
Phone: 202-442-86606

DCPL:

Maryann James-Daley
Director, Martin Luther King Jr. Memorial Central Library
901 G Street NW
Washington, D.C. 20001
E-mail: Maryann.james-daley@dc.gov
Phone: (202) 727-4938

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency and District of Columbia Public Library for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS/RSA and "DCPL" 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 ON DISABILITIES
SERVICES/REHABILITATION SERVICES ADMINISTRATION:**



Andrew P. Reese
Director
Department on Disabilities Services

October 24, 2023

Date



Darryl T. Evans
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

10.10.2023

Date

DISTRICT OF COLUMBIA PUBLIC LIBRARY



Richard Reyes-Gavilan
Executive Director

October 5, 2023

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES/REHABILITATION SERVICES
ADMINISTRATION
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR FISCAL YEAR 2024**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the *Department on Disability Services/Rehabilitation Services Administration* (“DDS/RSA” or “Buyer Agency”) and the *District of Columbia Public Schools* (“DCPS” 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”.

As a Local Educational Agency (“LEA”) in the District of Columbia, DCPS is required by the Individuals with Disabilities Education Act of 2004 (“IDEA”) and the District of Columbia Municipal Regulations (“DCMR”) to prepare students with disabilities for postsecondary education, vocational education, integrated or supported employment, continuing or adult education, adult services, independent living, and community participation upon completion of their DCPS education. Each student with a disability must have a transition plan in place as part of the Individualized Education Program (“IEP”) no later than the age of 14 that outlines appropriate measurable postsecondary goals based upon age-appropriate transition assessments, related to training, education, employment, and, where appropriate, independent living skills, as well as the transition services and interagency responsibilities to assist the student in reaching these goals. 20 U.S.C. § 1414(d)(1)(A)(i)(VIII); 5-A DCMR § 3026.1

Transition services, as defined by the IDEA and the Rehabilitation Act of 1973, as amended, are a coordinated set of activities designed to facilitate a student’s movement from school to post school activities and are based on the individual student’s needs, strengths, preferences, and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation. 20 U.S.C. § 1401 (34); 34 C.F.R. 361.5(c)(55). DDS/RSA is the agency responsible for providing comprehensive vocational and independent living services to persons with disabilities to promote their opportunities for employment, economic self-sufficiency, and independence under D.C. Official Code § 32-331. DDS/RSA works collaboratively with DCPS to provide transition services to students ages 14 through 22 to ensure an uninterrupted plan of services for students from the secondary education environment to postsecondary employment, training, and placement.

The Workforce Innovation and Opportunity Act (“WIOA”) (Pub. L. 113-128, 128 Stat. 1425), which is codified generally at 29 U.S.C. § 3101, *et seq.*), enacted on July 22, 2014, further expanded the responsibility of DDS/RSA for the obligation of transition services to include the provision of Pre-Employment Transition Services (“Pre-ETS”) to students with disabilities, which includes any age-eligible student with an IEP or 504 plan, enrolled in an educational program, who may need such services. Students who complete and submit the following: 1. DCPS Authorization to Release Records and 2. Either a Pre-ETS consent form OR Vocational Rehabilitation “VR” referral form are herein referred to as “known to DDS/RSA”. Pre-ETS includes the provision of the following five required services to students ages 14-22 with disabilities:

- Job exploration counseling
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education
- Workplace readiness training to develop social skills and independent living skills; and
- Instruction in self-advocacy.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Workforce Development Coordinator and Job Placement Specialist positions funded by DDS/RSA under this MOU may provide Pre-ETS coordination to all DCPS students known to DDS/RSA, including coordination and arranging of the required five Pre-ETS. Additionally, Pre-ETS coordination activities will be provided in conjunction with the five required Pre-ETS services. DDS/RSA is able to fund the following Pre-ETS coordination services in order to improve the transition of students with disabilities receiving Pre-ETS who are known to DDS/RSA:

- Attending IEP meetings for students with disabilities, when invited.
- Working with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment and other employment opportunities available throughout the school year, and apprenticeships. For example, DDS/RSA staff time spent developing Summer Youth Employment (“SYEP”) opportunities, DDS/RSA internships for public charter school students, and work experience programming with the Department of Employment Services, and other

**FY 24 MOU BETWEEN THE DISTRICT OF COLUMBIA
Department on Disability Services/Rehabilitation Services Administration, AND
District of Columbia Public Schools**

partners, including DDS/RSA providers, District of Columbia agencies and other entities may be charged to the funds reserved for the provision of Pre-ETS.

- Working with schools, including those carrying out activities under section 614(d) of the IDEA, to coordinate and ensure the provision of Pre-ETS in the manner described in Sections IV(A)(5) and IV(A)(6).
- When invited, attending person-centered planning meetings for individuals receiving services under Title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.).

The goal of providing Pre-ETS is to improve postsecondary outcomes for students with disabilities, including increasing the number of students who participate in employment, training, or postsecondary education following exit from secondary education.

After the five (5) required services (see bullets above) have been made available to all Pre-ETS eligible students in need of such services and DDS/RSA determines funds remain, DCPS is authorized to fund the services in the nine (9) bullet points below. In accordance with Title IV of WIOA, the services listed below are designed to improve the transition of students with disabilities receiving Pre-ETS who are known to DDS/RSA, from school to postsecondary education or employment:

- Implementing effective strategies to increase the likelihood of independent living and inclusion in communities and competitive integrated workplaces,
- Developing and improving strategies for individuals with intellectual disabilities and individuals with significant disabilities to live independently; participate in postsecondary education experiences; and obtain, advance in, and retain competitive integrated employment,
- Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities
- Disseminating information about innovative, effective, and efficient approaches to achieve the goals of this section;
- Coordinating activities with transition services provided by local educational agencies under the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*)
- Applying evidence-based findings to improve policy, procedure, practice, and the preparation of personnel, to better achieve the goals of this section;
- Developing model transition demonstration projects
- Establishing or supporting multistate or regional partnerships involving States, local educational agencies, designated State units, developmental disability agencies, private businesses, or other participants to achieve the goals of this section;

- Disseminating information and strategies to improve the transition to postsecondary activities of individuals who are members of traditionally unserved and underserved populations.

Once DDS/RSA has determined availability of reserved funds for authorized activities, DDS/RSA will notify DCPS that it is allowed to provide the nine authorized activities. If DCPS completes any of the above nine authorized activities, they must include documentation and reporting requirements specific to those activities. If these funded positions spend any time carrying out those activities, the time spent on the activities should be recorded on the personnel activity reports submitted monthly to DDS/RSA, for DDS/RSA to differentiate and approve the time charged that was for one or more of the required, coordination, or authorized activities.

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 (DCPS)

DCPS shall employ three (3) Workforce Development Coordinators with funding provided by DDS/RSA through this MOU. Coordinators will identify and inform DCPS students with disabilities of Pre-ETS offered by DDS/RSA; and provide Pre-ETS to students known to DDS/RSA. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA to coordinate and ensure the provision of Pre-ETS services.

1. DCPS will inform students with disabilities of the VR services that are available to foster an informed decision. The Workforce Development Coordinator and Job Placement Specialist positions funded by DDS/RSA through this MOU coordinate with students with disabilities who elect to receive Pre-ETS, to complete either a DDS/RSA VR referral or Pre-ETS consent and review the VR referral or Pre-ETS consent to ensure all relevant and required information is provided to DDS/RSA.
2. DCPS will provide student level data and documentation of a disability to demonstrate students' potentially eligible status for VR or Pre-ETS.
3. Upon DDS/RSA review and approval of documentation and services needed prior to service delivery, coordinate with the VR specialists to ensure service delivery.

Once the three criteria listed above are met (see A1-A3 above), then the following functions can be performed:

- a. Develop community partnerships with private businesses and government agencies that could serve as internships, job sampling and paid employment opportunities for students.
- b. Monitor students' progress in work-based learning experiences

- arranged through the Workforce Development Coordinator.
- c. Provide counseling to students and their families on opportunities for enrollment in comprehensive vocational training programs or post-secondary educational programs at institutions of higher education.
 - d. Provide workplace readiness training.
 - e. Develop self-advocacy skills and independent living.
 - f. Work with teachers to align students' transition goals to situational job sampling activities and assist teachers with finding situational job sampling opportunities for students.
 - g. Coordinate among DDS/RSA VR Specialists and the school's IEP team to align IEP transition goals with Individualized Plan for Employment (IPE) employment goals.
 - h. Review individual student IEP transition plans for the incorporation of Pre-ETS required activities.
3. DCPS Transition staff will coordinate with students with disabilities who elect to receive Pre-ETS, to complete either a DDS/RSA VR referral or Pre-ETS consent. The DCPS Transition staff review the VR referral or Pre-ETS consent to ensure all relevant and required information is provided to DDS/RSA. DCPS shall provide work readiness training sessions to eligible and potentially eligible students with disabilities, referred to as known to DDS/RSA. The process for reporting each student who has received work readiness training sessions is outlined in Section IV(B)1 (DDS/RSA responsibilities). Roles within DCPS funded by DDS/RSA under this MOU will work in collaboration with DDS/RSA VR Specialists, in consultation with Supervisory VR Specialists and the DDS/RSA Transition Project Manager, to design monthly Pre-ETS training sessions. The training sessions, co-facilitated by both DDS/RSA VR Specialists and DCPS positions funded under this MOU, will be offered at DCPS school sites serving enrolled transition-age students with an IEP or 504 plan.
- a. Anacostia High School
 - b. Ballou High School
 - c. Ballou STAY
 - d. Bard Early College High School
 - e. Cardozo High School
 - f. Columbia Heights Education Campus
 - g. Coolidge High School
 - h. Dunbar High School
 - i. Eastern High School
 - j. Jackson Reed High School
 - k. Luke C. Moore
 - l. MacArthur High School
 - m. River Terrace Education Campus
 - n. Ron Brown High School
 - o. Roosevelt High School

- p. Roosevelt STAY
 - q. Woodson, H.D. High School
4. DCPS shall provide work readiness training in the following areas:
- a. Communication
 - b. Positive Attitudes
 - c. Teamwork
 - d. Problem Solving
 - e. Talking/Writing
 - f. Cooperation
 - g. Active Listening
 - h. Decision Making
 - i. Conflict Resolution
 - j. Reading Body Language
 - k. Empathy
 - l. Professionalism
 - m. Supporting others
 - n. Respect for co-workers
 - o. Appropriate Hygiene in the work environment
 - p. Appropriate Dress in the work environment
 - q. Appropriate Behavior in the work environment
 - r. Time Management
 - s. Healthy Lifestyle
 - t. Using a Cell Phone
 - u. Using Transportation
 - v. Money Management
 - w. Using Technology
 - x. Accessing Community Services and Supports
 - y. Community Safety
 - z. Civic Responsibility
5. DCPS shall employ one (1) Job Placement Specialist funded by DDS/RSA through this MOU. The Job Placement Specialist will work with Workforce Development Coordinators and the DDS/RSA Employment Coordinator to coordinate Pre-ETS by identifying and informing any DCPS students with disabilities of service offerings; and provide Pre-ETS to students known to DDS/RSA. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. DCPS will provide student level data, personnel activity reports referenced in this section, and documentation of a disability to demonstrate students potentially eligible status for VR or Pre-ETS. After students elect to receive DDS/RSA services by submitting a VR Referral or Pre-ETS consent form, and

DDS/RSA approves such services, the Job Placement Specialist will provide Pre-ETS services referenced in Section I. In addition to providing such Pre-ETS services, the Job Placement Specialist may also provide the following Job Placement Activities, provided they do not spend more than 25% of their time on such activities and spend at least 75% of their time on the coordination and delivery of Pre-ETS:

- a. Develop community partnerships with private businesses and government agencies that could serve as internships, job sampling, and paid employment opportunities for students.
- b. Work with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment, and other employment opportunities available throughout the school year, and apprenticeships.
- c. Research data about industries, companies, labor market statistics, and employment trends.
- d. Transfer research findings into meaningful information that can assist the VR specialist to facilitate the employment of specific individuals who are ready for job placement.
- e. Provide services to employers such as teaching them the benefits of hiring people with disabilities.
- f. Perform job analysis to determine job requirements.
- g. Work with employer supervisors to educate them on how to identify the needs of students who require auxiliary aids, services, or other accommodations while on the job.
- h. Consult with the personnel or human resource department about hiring practices.
- i. Review IEP transition plans with students to ensure alignments with the employment goal on their IPE, which is supported by the student's interests and abilities.
- j. Instruct students in motivational training, job seeking skills, and job retention skills, as well as any other topics beneficial to the students needs.
- k. Form and coordinate effective advisory groups to support students in the program.
- l. Ensure accurate record keeping including student demographics, case files, and referrals.
- m. Maintain an active employer contact database.
- n. Match employer needs to student skills.
- o. Maximize the number of students who achieve competitive integrated full-time employment through participation in Pre-ETS.
- p. Maximize the number of students who achieve competitive integrated part-time employment through participation in Pre-ETS.

- q. Maximize wages for those placed in competitive integrated employment through participation in Pre-ETS.
 - r. Attend and participate in meetings, staff development sessions, and in-service training as assigned.
6. Workforce Development Coordinators will attribute 100% of their time to the coordination and provision of Pre-ETS required activities. Only students known to DDS/RSA may receive Pre-ETS. DDS/RSA will review all reported time for Pre-ETS delivery or coordination for students who were served by DCPS transition staff. If time is spent outside of Pre-ETS delivery or coordination, DDS/RSA will flag this time for DCPS to review and determine if time should be charged to DCPS as opposed to the VR agency. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. To demonstrate that the individuals served meet the definition of a student with a disability, DCPS must provide documentation of a disability to DDS/RSA or DCPS shall not charge time against this MOU.
 7. DCPS shall only assign the Workforce Development Coordinators and Job Placement Specialist tasks or duties that are in direct support of, Pre-ETS required activities. However, there is an exception for the 25% of the Job Placement Specialist's time dedicated to VR activities, as outlined in Section III.B.4 above. Workforce Development Coordinators and Job Placement Specialist Pre-ETS tasks or duties shall include the activities listed in sections 113(b) and 113(c)(1)(3)(9) of WIOA, and the coordination of transition activities as defined by IDEA.
 8. DDS/RSA requires monthly submission of each of these funded positions' time reporting activities including, direct Pre-ETS and coordination activities. DDS/RSA requires DCPS to submit student level data, to include supporting documentation of disability, for all students known to DDS/RSA. DCPS is required to submit monthly documentation of each of these activities to the RSA Transition Program Manager and RSA Transition Project Manager to ensure that no funds are being expended outside of the Pre-ETS delivery and/or Pre-ETS coordination of services. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. DDS/RSA reviews and approves documentation and services needed prior to service delivery. Upon submission of these monthly activities, DDS/RSA will review to ensure that all reported activities are aligned with direct or coordinated provision of Pre-

ETS. Should the United States Department of Education (“ED”) require information on the number of students engaged by DCPS in coordination of service efforts as part of an audit of any services provided using funds transferred under this MOU, DCPS will provide such information directly to the ED in a manner consistent with applicable law and regulations.

B. RESPONSIBILITIES OF BUYER AGENCY (DDS/RSA)

1. DDS/RSA will transfer funds to DCPS to allow DCPS to hire and/or employ up to three (3) Grade 13 Workforce Development Coordinators with training in secondary special education and/or transition. DDS/RSA will continue to provide full funding for the three Workforce Development Coordinators at their annual salary and fringe benefits rate, so long as there is sufficient documentation to demonstrate that their time spent benefits the VR program and carries out VR services described in this agreement. The DDS/RSA cost for a full program year for FY24, for the employment of the Workforce Development Coordinators is not to exceed, Three Hundred Eight Thousand, Nine Hundred Eighteen Dollars and Sixty-Three Cents (\$308,918.63). The responsibilities of the Workforce Development Coordinators are described above in Section IV(A)(1). The purpose of the funded positions is required Pre-ETS and coordination activities, to include identifying and informing any DCPS student with disabilities about Pre-ETS offerings. Additionally, these positions provide the required five Pre-ETS to students with disabilities once authorized/approved by DDS/RSA, who are either potentially eligible (Pre-ETS consented) or eligible VR recipients, for the benefit of the VR program.
2. DDS/RSA will transfer funds to DCPS to hire and/or employ up to one (1) Grade 14 Job Placement Specialist with job placement training and/or experience to facilitate paid work experiences for students with disabilities who want to participate in Pre-ETS. The DDS/RSA cost for a full program year for FY24 is not to exceed amount of One Hundred Twenty-One Thousand, Six Hundred and Ninety Dollars, and Fifty-Four (\$ 121,690.54). The responsibilities of the Job Placement Specialist are described below in Section II(B)(4).
3. DDS/RSA will maintain responsibility for the Workforce Development Coordinator and Job Placement Specialist positions and the funding that supports them. This includes establishing the roles, responsibilities, and requirements for the Workforce Development Coordinators and Job Placement Specialist positions. These criteria include, but are not limited to, a description of duties, minimum qualifications required for the position, and opportunity for the applicant to provide examples of specialized experience pertinent to the position. DDS/RSA will work collaboratively with DCPS to fill these positions and set the educational requirements for each role. DDS/RSA will participate in the hiring process and a representative from DDS/RSA will be present on the interview panel. DDS/RSA will contribute to the final selection for any positions hired via this MOU.

4. DDS/RSA will review monthly, all reported time for Pre-ETS delivery or coordination for students who were served by DCPS transition staff. If DDS/RSA finds that reporting time for Pre-ETS delivery or coordination was not consistent with the provision of Pre-ETS, DDS/RSA will initiate an audit of staff's time to review and ensure that funds are being expended for the sole benefit of eligible or potentially eligible students with disabilities and/or VR recipients. Should DDS/RSA find that funds were expended not in accordance with 34 C.F.R. § 361.13(c)(1)(iv), DDS/RSA will initiate reclamation of the expended funds from DCPS. If a dispute arises regarding the reclamation of funds, DDS/RSA will raise a dispute as outlined in Section XIII of this MOU titled: "Resolution of Disputes."
5. DDS/RSA will maintain non-delegable functions and retain sole responsibility for the allocation and expenditure of VR funds. Specifically, DDS/RSA will retain the sole responsibility for all decisions affecting eligibility for VR services, the nature and scope of available services, and the provision of these services (34 C.F.R. § 361.13(c)(1)(i)), as well as the allocation and expenditure of VR funds (34 C.F.R. § 361.13(c)(1)(iv)).
6. DDS/RSA will only pay the cost of DCPS staff members providing coordination and delivery of Pre-ETS in accordance with this MOU (2 C.F.R. § 200.303(a)). The exception to this is the job placement specialist position which has 25% of its position devoted to VR activities.
7. DDS/RSA will collaborate with DCPS to execute a minimum of six (6) site visits annually to verify that staff funded through DDS/RSA are delivering the required activities for Pre-ETS and job placements. If DCPS is found to be out of compliance with the expectations outlined in the MOU for staff, written notification including proposed action, will be delivered to the DCPS POC within five (5) business days. DDS/RSA requires DCPS to submit monthly student level data, personnel activity reports, and supporting documentation of a disability for students known to DDS/RSA. No services are to be provided for students who have not been referred to or provided a Pre-ETS consent.
8. Through PeopleSoft, DDS/RSA shall track and verify the approved time Workforce Development Coordinators and Job Placement Specialists spend providing the services pursuant to this agreement and the tasks/duties set forth in their respective job descriptions. All DDS/RSA funded positions must track the data of all students served to demonstrate the time spent in coordination efforts, identifying and informing DCPS students with disabilities about service offerings; or Pre-ETS provision, with Pre-ETS provision solely benefiting potentially eligible (Pre- ETS consented) or eligible VR recipients. Additionally, DCPS shall grant admittance to the DDS Quality and Performance Management Team at its administrative and program service locations (excluding school sites, unless prior approval is granted) to facilitate completion of quarterly announced and unannounced monitoring activities that support collection of information and reporting of findings regarding:

- a. DCPS' achievement of standards outlined within the MOU for delivery of Pre-ETS and job placements related to work-based learning experiences;
 - b. DCPS' overall program effectiveness and efficiency of delivery of Pre-ETS and job placements; and
 - c. Consumer satisfaction survey results of the DCPS' service delivery.
9. Concurrently with the five required Pre-ETS services being provided to all students with disabilities known to DDS/RSA, DDS/RSA may fund the following coordination activities in order to improve the transition of students with disabilities from school to postsecondary education or employment:
- a. Attending Individualized Education Program (IEP) meetings for students with disabilities when invited along with the VR specialist. For example, time spent by the VR specialist discussing one or more of the required activities with a student with a disability during their IEP meeting, may be charged to the funds reserved for the provision of Pre-ETS.
 - b. Developing work opportunities for students with disabilities with local workforce development boards, one-stop centers, and employers, including internships, summer employment, and other employment opportunities
 - c. Working with schools to coordinate and ensure the provision of Pre-ETS. For example, DDS/RSA staff time spent on the coordination and provision of Pre-ETS with local educational agencies may be charged to the funds reserved for the provision of Pre-ETS.
 - d. When invited, attend person centered planning meetings for students receiving services under Title XIX of the Social Security Act (Medicaid).
 - e. For example, time spent by DDS/RSA staff attending person-centered planning meetings that focus on Pre-ETS may be charged to the funds reserved for the provision of Pre-ETS.

C. JOINT RESPONSIBILITIES OF BUYER (DDS/RSA) and SELLER AGENCY (DCPS)

- 1. A DDS/RSA Supervisor will participate on interview panels for the hiring of the RSA-funded Workforce Development Coordinator and the Job Placement Specialist positions. Participation is defined as proposing performance tasks, evaluating performance tasks, and participating in a panel interview. The final hiring decision will have coordinated authority between the DCPS designee and the DDS/RSA designee. The DDS/RSA Supervisor will provide feedback to assist with the identification of the most qualified candidate to fill the position in collaboration with the DCPS hiring manager. DDS/RSA will strongly weigh the feedback from DCPS in

the hiring process and will provide justification in writing to DCPS if a disagreement arises.

2. The Parties shall work together to obtain signed, written consent valid under the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and IDEA Part B (20 U.S.C. § 1400; 34 C.F.R. Part 300) from the affected parent or adult student prior to DCPS disclosing any personally identifiable information (“PII”) from any student’s education record to DDS/RSA, in accordance with Section IV of this MOU. For DDS/RSA to maintain administrative controls over this MOU, DDS/RSA must be able to verify that students first meet the definition of a student with a disability and need the services before they are provided. This means DCPS must submit consent for Pre-ETS and documentation of the student’s disability or a VR referral to DDS/RSA. Student PII to be shared by DCPS with DDS/RSA upon consent shall include:
 - a. Full Name (First & Last)
 - b. Date of Birth
 - c. Unique Identifier (USI Number)
 - d. Race (if available)
 - e. Ethnicity (if available)
 - f. Disability Status (IEP or 504 Plan)
 - g. Start date of Pre-ETS services
 - h. Type of Pre-ETS service(s) provided.

Students may elect to submit social security number, race, and ethnicity data directly to DDS-RSA via the Pre-ETS consent form or VR referral form.

3. The Parties shall track the number of students in work-based learning experiences and identify those who are ready to:
 - a. move to an additional school-based training program.
 - b. be competitively employed in an integrated setting;
 - c. move to a postsecondary training program after exit from school; or
 - d. move to a postsecondary education program prior to competitive integrated employment.
4. The DDS/RSA VR Supervisors will meet monthly with the DCPS Job Placement Specialist, DCPS Workforce Development Program Manager, and DCPS Secondary Transition Director to ensure coordination of services, at DCPS schools.
5. The Parties will work jointly to deliver pre-ETS to all eligible students with disabilities aged 14-22 enrolled in DCPS, known to DDS/RSA.
6. The Parties will work jointly to ensure reporting of Student level data is completed.

- a. DCPS shall report Student level data to DDS/RSA on all students known to DDS/RSA.
- b. DDS/RSA reports students served within the District using the following process:
 - i. DCPS, as the provider of Pre-ETS, is responsible for identifying and reporting student level data including full name, age, date of birth, school name and which of the required activities are provided, per student.
 - ii. The VR counselor will document Pre-ETS sessions provided monthly by documenting the participating student’s information and Pre-ETS service provided on the Pre-ETS Spreadsheet. The VR counselor shall follow the steps provided on the [Pre-ETS Spreadsheet data entry guide](#).
 - iii. The DDS/RSA case information form is an electronic form completed by VR staff to document the provision of Pre-ETS in the Case Management System (CMS) for students who have completed a Pre-ETS consent form.
 - iv. To document Pre-ETS that have been delivered in-house or externally the VR counselor shall follow the steps provided on the [Pre-ETS Case Information Form Process Guide](#).
 - v. Case notes are used to document the provision of Pre-ETS within the student’s case record for students who have completed a Pre-ETS consent form.

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)* of *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 (DDS/RSA) shall provide Seller Agency (DCPS) with written notice of its intent to exercise an option period at least *thirty (30) 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

**FY 24 MOU BETWEEN THE DISTRICT OF COLUMBIA
 Department on Disability Services/Rehabilitation Services Administration, AND
 District of Columbia Public Schools**

A. COST OF SERVICES

The total cost to the Buyer Agency (DDS/RSA) for the goods and/or services provided under this MOU shall not exceed \$430,609.17 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer (DDS/RSA) and Seller Agency’s (DCPS) estimate of the actual cost of the goods and/or services that will be provided under this MOU. The total and actual cost of salary and fringe benefits for one Job Placement Specialist under this MOU shall not exceed \$121,690.54 for fiscal year 2024. Costs in subsequent years could increase based on Cost-of-Living Adjustments (COLA) and periodic raises.

1. The total and actual cost of salary and fringe benefits for three (3) Workforce Development Coordinators under this MOU shall not exceed \$308,918.63 for fiscal year 2024. Costs in subsequent years could increase based on Cost-of-Living Adjustments (COLA) and periodic raises.

Position Title	Grade	Cost FY24
Coordinator (1)	13	\$ 108,665.70
Coordinator (2)	13	\$ 97,280.86
Coordinator (3)	13	\$ 102,972.07
Specialist	14	\$121,690.54
Total		Total \$ 430,609.17

2. The total and actual cost for all goods and services under this MOU shall not exceed \$430,609.17 for fiscal year 2024.
3. The Parties may revise the type of services covered by this MOU by executing a modification agreement any time prior to the expiration of the term of this MOU; provided, however, any modification agreement resulting in an increase in the total cost of goods and services under this MOU is subject to the availability of funds.
4. Should the cost for goods and services be less than the estimated costs, DCPS will return the excess funds to DDS/RSA.
5. In the event of termination of the MOU, payment to DCPS shall be held in abeyance until all required fiscal reconciliations, but not longer than September 30, 2024.
6. DDS/RSA cannot transfer fiscal year 2024 funds until the beginning of fiscal year 2024.

B. PAYMENT

1. By October 1, 2023, the Buyer Agency (DDS/RSA) 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 (DCPS) to directly charge the Project

for the costs the Seller Agency (DCPS) incurs in providing goods and/or services under this MOU.

2. The Seller Agency (DCPS) shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge made directly against the Interagency Project via an accounting transaction, the Seller Agency (DCPS) shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency (DCPS) purchases made through PASS, Seller Agency (DCPS) must include the Buyer Agency (DDS/RSA) representative in the approval flow as a "Watcher". This excludes personnel costs documented in Peoplesoft.
4. The Seller Agency (DCPS) is required to inform the Buyer Agency (DDS/RSA) if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee(s).

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 (DCPS) will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU. DCPS shall grant admittance to the DDS Quality and Performance Management Team at its administrative and program service locations to facilitate completion of quarterly announced and unannounced monitoring activities that support collection of information

and reporting of findings related to this MOU. Entry at school sites is permissible only with prior approval.

X. RECORDS AND REPORTS

- A. The Buyer Agency (DDS/RSA) and Seller Agency (DCPS) 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 (DDS/RSA) and Seller Agency (DCPS) 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 (DDS/RSA) and Seller Agency (DCPS) shall reconcile any amounts due to the Seller Agency (DCPS) under this MOU. The Buyer Agency (DDS/RSA) shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency (DCPS) 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 (DCPS).

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency (DDS/RSA)
Angela Spinella
Program Manager, Transition
250 E St. SW, Washington, DC 20024
Angela.spinella@dc.gov
202-730-1700

Seller Agency (DCPS)
Ashlie Jones
Director, Postsecondary Transition
1200 First Street, NE, Washington, DC 20002
Ashlie.jones2@k12.dc.gov
202-329-9177

**FY 24 MOU BETWEEN THE DISTRICT OF COLUMBIA
Department on Disability Services/Rehabilitation Services Administration, AND
District of Columbia Public Schools**

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Angela Spinella at *Department on Disability Services, Rehabilitation Services Administration*, and Ashlie Jones at *District of Columbia Public Schools* for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the agency designee of *the Department on Disability Services, Rehabilitation Services Administration*, and the *District of Columbia Public Schools* for resolution. In the event the parties cannot resolve a dispute, the matter shall be referred to the City Administrator. The decision of the City Administrator related to any disputes referred shall be final. In the event the parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems within the District’s Office of the Chief Financial Officer.

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, including, but not limited to, FERPA, a federal law that protects the privacy of student educational records. Information sent by DCPS to DDS/RSA in the performance of responsibilities associated with the performance of this MOU shall remain the property of DCPS.

In order to provide more targeted, individualized post-secondary transition planning, and subsequently allow DCPS to better prepare students for post-secondary employment, education, and independent living, DDS/RSA requires certain PII from the education records of students served under this MOU. To the extent PII is not available, DCPS will provide information to DDS/RSA on the coordination activities so that it can be properly charged for coordination of Pre-ETS as opposed to delivery of Pre-ETS to a specific student. Under the IDEA, parental or adult student consent must be obtained “before personally identifiable information is released to officials of participating agencies providing or paying for transition services...” (34 C.F.R. § 300.622(b)(2)). DDS/RSA will collaborate with DCPS to ensure that the affected parent or adult student provides such consent prior to DCPS releasing any PII on the relevant student to DDS/RSA to assist with that student’s transition planning. Should the United States Department of Education (“ED”) require information on the number of students engaged by DCPS in coordination of service efforts as part of an audit of any services provided using funds transferred under this MOU, DCPS will provide such information directly to ED in a manner consistent with applicable law and regulations.

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

Department On Disability Services

**FY 24 MOU BETWEEN THE DISTRICT OF COLUMBIA
Department on Disability Services/Rehabilitation Services Administration, AND
District of Columbia Public Schools**

Andrew Reese

Andrew Reese
Director

April 10, 2024

Date

Darryl T. Evans

Darryl Evans
Deputy Director, RSA

4.9.2024

Date

District of Columbia Public Schools

Lewis D. Ferebee
boxSIGN 15Q6WKVW-467RY5LP

Lewis D. Ferebee, Ed.D.
Chancellor

Apr 26, 2024

Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES

Andrew Reese, Director
One Independence Square
250 E Street, SW, Washington, DC 20024
202.730.1700 | www.dds.dc.gov

May 13, 2024

Chancellor Lewis Ferebee
1200 First Street, NE
Washington, DC 20002

Dear Chancellor Ferebee:

As discussed between our respective staff and pursuant to Section XI of the attached Memorandum of Understanding ("MOU") between the Department on Disability Services/ Rehabilitation Services Administration ("DDS/RSA" or "the Agency") and the District of Columbia Public Schools ("DCPS"), executed on April 26, 2024, this notice serves to terminate the MOU for Fiscal Year ("FY") 2024. The termination will be effective July 31, 2024. DDS/RSA will not be issuing a letter of intent to extend the period of the MOU by exercising its one-year option for FY25, signifying the Agency's intention not to renew the MOU with DCPS. Instead, we plan to integrate the functions of the MOU into DDS/RSA, with a plan to bring these functions in-house at DDS, effective July 28, 2024.

Thank you for your continued dedication and support as we navigate this important transition.

Sincerely,

A handwritten signature in black ink that reads 'Darryl Evans'.

Darryl Evans
Deputy Director
Rehabilitation Services Administration

A handwritten signature in black ink that reads 'Andrew Reese'.

Andrew Reese
Director

Enclosure: FY 24 DDS_DCPS MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2023 – September 30, 2024)**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered between the Department on Disability Services (“DDS”), Developmental Disabilities Administration (“DDA”), the buyer agency (“Buyer”), and the Department of Health Care Finance (“DHCF”), the seller agency (“Seller”), and collectively referred to herein as the “Parties.” This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year (“FY”) to DHCF for payment of the local match to claim the Federal Financial Participation (“FFP”) for the 1915 (c) Home and Community Based Services waiver program for persons with Intellectual and Developmental Disabilities (“IDD”) (referred to herein as the “IDD HCBS waiver”).

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the “Department of Health Care Finance Establishment Act of 2007,” effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 4, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the “Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978,” effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties’ programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with IDD through its DDA. DDS/DDA accomplishes these objectives

through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 1900.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of three, one-year option periods for IDD HCBS waiver years 3 (FY 2025) to 5 (FY 2027). Waiver years 2 through 5 run from October 1, 2023, through September 30, 2027, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The

exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

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 \$101,159,843.00 for Fiscal Year 2024. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures in the DHCF paid claims data system.
2. In the event of termination of the MOU, payment to the 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. 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-DEFICENCY 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 subjected 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. 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 the respective parties under this MOU:

Buyer Agency

Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency

Melisa Byrd

Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

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

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

March 1, 2024

Date

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne R. Turnage
Director

April 19, 2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2023 – September 30, 2024)**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered between the Department on Disability Services (“DDS”), Developmental Disabilities Administration (“DDA”), the buyer agency (“Buyer”), and the Department of Health Care Finance (“DHCF”), the seller agency (“Seller”), and collectively referred to herein as the “Parties.” This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year (“FY”) to DHCF for payment of the local match to claim the Federal Financial Participation (“FFP”) for the 1915 (c) Home and Community-Based Services waiver program for Individual and Family Supports (“IFS”) (referred to herein as the “IFS HCBS waiver”).

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the “Department of Health Care Finance Establishment Act of 2007,” effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 4, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the “Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978,” effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties’ programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with intellectual and developmental disabilities (“IDD”) through its DDA.

DDS/DDA accomplishes these objectives through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IFS HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 9000.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IFS HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IFS HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IFS HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IFS HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IFS HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one, one-year option period for IFS HCBS waiver years 5 (FY 2025). Waiver years 3 through 5 run from October 1, 2023, through September 30, 2025, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

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 \$1,031,750.00 for Fiscal Year 2024. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IFS HCBS waiver program expenditures in the DHCF paid claims data system.
2. In the event of termination of the MOU, payment to the 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. 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-DEFICENCY 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 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. 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 the respective parties under this MOU:

Buyer Agency
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency

Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

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

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

March 1, 2024

Date

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne R. Turnage
Director

April 19, 2024

Date

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE DEPARTMENT ON DISABILITY
SERVICES/ REHABILITATION
SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF LICENSING AND CONSUMER
PROTECTION FOR FISCAL YEAR 2024**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the Department of Licensing and Consumer Protection ("DLCP " or "Seller") (collectively referred to herein as the "Parties").

This MOU facilitates the transfer of federal formula state grant funds from DDS/RSA to DLCP to provide business licensing services to individuals who are blind or visually impaired. The individuals who will benefit from these services are part of the Randolph Sheppard Vending Facilities Program (RSVFP), which is a vocational rehabilitation program in the DDS/RSA. These funds are issued to DDS/RSA in accordance with Chapter 1, Part B and Chapter 2 of Title VII of the Rehabilitation Act of 1973, as amended. DLCP will work with DDS/RSA to issue business licenses to participants in the Randolph Sheppard Vending Facilities Program pursuant to DLCP's policies and procedures for issuing business licenses to individuals in the Randolph Sheppard Vending Facilities Program.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOAL AND OBJECTIVES

RSVFP was established through The Randolph-Sheppard Act of 1936, as amended, and the Rehabilitation Act of 1973 ("the Act"), as amended, which established the Business Enterprise Program (BEP) for persons who are blind or visually impaired. The BEP provides persons who are blind or visually impaired with business entrepreneurship and self-support through the operation of vending facilities on federal, state, and other property. Furthermore, in accordance with 20 U.S.C. § 107 *et seq.* the purpose of RSVFP is to provide persons who are blind or visually impaired with remunerative employment, enlarge the economic opportunities of persons who are blind or visually impaired, and to stimulate persons who are blind or visually impaired to greater efforts in striving to make themselves self-supporting. Persons who are blind or visually impaired are licensed under the provisions of this chapter having been authorized to operate vending facilities (vending machines and kiosks) on any Federal property.

The mission of the Randolph Sheppard Vending Facilities Program (RSVFP) is to help persons who are blind or visually impaired achieve financial independence. This objective is met by providing operational, administrative, and training support to promote business growth and entrepreneurship on federal, District of Columbia, and other properties.

IV. SCOPE OF SERVICES

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

A. DDS/RSA Responsibilities

DDS/RSA shall:

1. Budget for all services requested in this MOU.
2. Within ten (10) business days after this MOU is fully executed, the Buyer shall create a Interagency Project and fund it through an award in the amount of \$25,000.00, as set forth in Section VI.A of this MOU, to cover the cost of business licenses for individuals who are in the Randolph Sheppard Vending Facilities Program.
3. During the requested days and times, DDS/RSA managers will perform due diligence monitoring the licensees to ensure that all the requirements of DLCP are maintained.

B. DLCP Responsibilities:

1. Within the limits of the provided funding, provide vending licenses to individuals identified by DDS/RSA as participants in the Randolph Sheppard Vending Facilities Program pursuant to DLCP's vending license policies and procedures.
2. Verify and issue business licenses to individuals who complete the business licensing process with DLCP and follow all policies and guidance related to this process.
3. Provide copies of invoices for the services provided under this MOU to the Point of Contact (POC) identified in Section XII.

V. DURATION OF MOU

- A. The period of this MOU shall be from the date of the last signature through September 30, 2024, unless terminated pursuant to Section XI of this MOU.
- B. The Parties may extend the period of this MOU by exercising a maximum of four, one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DLCP shall provide DDS/RSA with written notice of its intent to exercise an option period at least thirty (30) 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 for business licenses issued to participants in the Randolph Sheppard Vending Facilities Program provided under this MOU shall not exceed \$25,000.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer's and Seller's good faith estimate of the actual cost of the goods and/or services that will be provided under this MOU.

B. PAYMENT

- 1. Within ten (10) business days after this MOU is fully executed, the Buyer 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 to directly charge the Project for the costs the Seller incurs in providing goods and/or services under this MOU.
- 2. The Seller shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU not to exceed \$25,000.00.
- 3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, are and shall remain subject to the provisions of the following laws: (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

The terms and conditions of this MOU may be modified only upon prior written agreement by 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 will be subject to scheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

- A. The Parties 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. The Parties 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, DLCP and DDS/RSA shall reconcile any amounts due to the DDS/RSA under this MOU. DLCP shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until DLCP has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the DLCP.

XII. NOTICE

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

DDS/RSA:

Darryl Evans
Deputy Director, Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW

Washington, DC 20024

Telephone: (202) 442-8490

Darryl.Evans@dc.gov

DLCP:

Harriet Broadie

Deputy Administrator, Business Licensing
Administration Department of Licensing and
Consumer Protection 1100 4th Street, SW Washington,
DC 20024

Telephone: (202) 442-4400

Harriet.Broadie@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the DLCP Deputy Administrator and the DDS Deputy Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DLCP and DDS or their designees for resolution.

XIV. CONFIDENTIAL INFORMATION

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

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

DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director
Department on Disabilities Services

December 12, 2023

Date



Darryl Evans
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

12/12/2023

Date

DEPARTMENT OF LICENSING AND CONSUMER PROTECTION



Tiffany Crowe
Director

12/11/2023

Date

**MODIFICATION NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2024**

This Modification amends the Memorandum of Understanding signed by the Department on Disability Services (“DDS”) on November 28, 2022, and by the Office of Contracting and Procurement (“OCP”) on November 29, 2022 (“MOU”). DDS and OCP are hereinafter collectively referred to as the “Parties,” and they now desire to modify the MOU as follows:

- I. Section IV. DURATION:** Pursuant to Section IV.B, the Parties hereby agree to extend the term of this MOU for one year commencing on October 1, 2023 through September 30, 2024.
- II. Section VI. FUNDING PROVISIONS:** Section VI. is hereby modified as follows:
 - A. COST OF GOODS AND SERVICES**

- 1. Total cost for goods and services under this MOU shall not exceed \$550,053.90 for Fiscal Year 2024.

PERSONNEL SERVICES

Job title(s)—One (1) CS-11\1, one (1) 12\1, one (1) CS-13\7 and one (1) MSS-15\0 FTEs

<u>Position</u>	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>
CS-11\1	\$73,058.72	\$16,657.39	\$89,716.11
CS-12\1	\$90,689.28	\$20,677.16	\$111,366.43
CS-13\7	\$124,507.09	\$28,387.62	\$152,894.71
MSS-15\0	\$159,671.54	\$36,405.11	\$196,076.65

TOTAL PERSONNEL SERVICES: \$550,053.90

- 2. Funding for goods and services shall not exceed the actual cost of the goods and services.
- 3. Funding shall be applied only to the costs covered by this MOU.

B. PAYMENT

1. DDS shall advance funds in the above amount through an Intra-District transfer to OCP for the amount specified in Paragraph A (Cost of Goods and Services) within 14 calendar days of the last signature on this Modification.

All other terms and conditions of the MOU shall remain the same.

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

DISTRICT DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director

Date: January 24, 2024

OFFICE OF CONTRACTING AND PROCUREMENT

Nancy K. Hapeman/MAS
Nancy Hapeman
Interim Director

Date: 1/24/2024

1. Parties and Purpose

The parties to this Memorandum of Understanding (MOU) are the Mayor of the District of Columbia (the District), who is its Chief Elected Official, the District of Columbia Workforce Investment Council (DC WIC), which serves all functions designated to the State Workforce Investment Board and the Local Workforce Investment Board under WIOA, the District of Columbia Department on Disability Services (DDS), a one-stop partner (Partner), and the District of Columbia Department of Employment Services (DOES)/ Office of the Chief Financial Officer (OCFO) as the Fiscal Agent for the Agreement on Resource Sharing (Attachment C), with responsibility for allocating funds in accordance with policies set by the DC WIC (hereinafter collectively referred to as "Parties"). For the purpose of this MOU, "Partner" is defined as "any District agency or local provider that has signed an MOU with DC WIC and the Mayor's Office for the purpose of AJC operation under WIOA," including but not limited to the District agencies and local providers identified in Section 6 of this MOU. The MOU provides the basis for cooperation, collaboration, and alignment, including resource sharing, pertaining to the operation of the American Job Centers (AJCs) of Washington, DC (also referred to as AJCDCs), which function as the one-stop workforce development service delivery system for the District.

The purpose of this MOU is to:

- Define the roles and responsibilities of DC WIC and DDS, as they relate to the operation and continued development of the local workforce system, which consists of all Workforce Innovation and Opportunity Act (WIOA) required one-stop partner programs, and is led by the District's network of AJCs.
- Coordinate resources and avoid duplication of effort and expenditures.
- Ensure the effective and efficient delivery of AJC and partner services.
- Enhance the workforce system and AJC services to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish coordinated processes and procedures that will, ultimately, enable partners to align and integrate programs and activities across the workforce system.

This document ensures compliance with the federal Workforce Innovation and Opportunity Act (PL 113-128) and its implementing regulations, and provides the framework to achieve shared goals among the Parties to the MOU and among other workforce development system partners in the District, with regard to providing comprehensive, seamless, customer-focused delivery of employment, training and related services. The chief elected official for the District of Columbia Workforce Area is the Mayor, who must approve any MOUs entered into by the DC WIC.

2. Background

On July 22, 2014, President Obama signed WIOA into law. WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.

In June 2016, the U.S. Department of Labor and the U.S. Department of Education issued final regulations to implement WIOA. The regulations clarify the need and expectation to modernize the nation's workforce system and represent an integrated, job-driven approach to support communities and expand job growth.

The regulations reaffirm the role of the one-stop delivery system as the cornerstone of public workforce development programs and require organizations managing and operating federal partner programs to collaborate to support a seamless customer- focused service delivery network. The regulations further require that programs and providers co-locate, coordinate, and/or otherwise integrate resources, activities and information, so that the system as a whole is accessible for individuals and businesses alike. The ultimate goal of the system is to increase the long-term employment and earnings outcomes for individuals seeking services, especially those with significant barriers to employment.

As indicated, the MOU is an agreement developed and executed by the DC WIC, the Mayor and the one-stop partners relating to the operation of the one-stop delivery system. As the management of the American Job Center network is the shared responsibility of the WIC, the Mayor, WIOA core program partners, the required one- stop partners, other (optional) one-stop partners, and American Job Center Operator (also referred to as the One-Stop Operator), the U.S. Department of Labor and other federal agencies expect partners in local workforce systems to work together in developing an MOU that demonstrates the spirit and intent of WIOA, thereby ensuring the successful integration and implementation of partner programs in American Job Centers.

The District's State Plan

In March 2020, the District submitted a Unified State Plan to the U.S. Departments of Labor and Education detailing how it will use the new law to create an innovative, comprehensive plan to move the city forward. The District's State Plan lays out specific strategies and operational components for overall workforce system improvements, focusing on five key areas: system alignment, access, performance, business alignment, and youth services. There is special attention paid toward high-growth industries to ensure that DC residents are prepared for the jobs of today and of tomorrow.

3. WIOA Requirements and References

WIOA prescribes the following with regard to partners and MOUs:

- WIOA Section 121(c) requires that DC WIC develop and enter into a memorandum of understanding with the AJC/one-stop system partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into an MOU with DC WIC pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the partner programs and requires that the services and activities under each program be made available through the local AJC system. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the District are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each core partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs, as determined by an analysis of benefit to the partner program.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the local workforce system and that participation in the AJC system is in addition to other requirements applicable to each partner's program under each authorizing law.

4. DC WIC Roles and Responsibilities

The DC WIC, which has oversight of federal workforce funding and programming, is a private-sector led board responsible for advising the Mayor, Council, and District government on the development, implementation, and continuous improvement of an effective workforce investment system and functions as the District's State and local workforce development board in accordance the requirements of WIOA. Members of the DC WIC include representatives from the private sector, government officials, organized labor, youth and community groups, and organizations with workforce investment experience. The DC WIC also convenes and leads system stakeholders to ensure workforce programs and initiatives align with business needs.

DC WIC is responsible for: coordination of partners within the District's workforce system in accordance with WIOA; building partnerships, including those with businesses; convening a leadership team comprised of system partners; aligning and coordinating programs; overseeing the quality and continuous improvement of the workforce system; and certifying AJCs. Some of the foregoing responsibilities will be assigned to a One-Stop Operator competitively procured by the DC WIC.

In addition, WIOA Section 107 requires DC WIC to:

- Develop a State Workforce Plan and coordinate its implementation across the system partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker and leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Coordinate the delivery of core WIOA programs through the one-stop service delivery system.

DC WIC acts on behalf of the District to oversee WIOA Title I resources. Furthermore, DC WIC commits to the adoption of strategies to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

5. One-Stop Operator Roles and Responsibilities

The DC WIC, in consultation with the Mayor, selected a one-stop operator through a competitive process in accordance with WIOA, its implementing regulations, and local procurement laws and regulations. A one-stop operator is the entity that coordinates the service delivery of required one-stop partners and service providers and carries out the following activities:

- Facilitating integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.
- Developing and implementing operational procedures that reflect an integrated system of service, performance, communication, and case management, and uses technology to achieve integration and expanded service offerings. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
- Organizing and integrating American Job Center services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate,

through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having American Job Center staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).

- Ensuring that AJC staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- Ensuring that AJC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- Ensuring that AJC staff and partners are trained on the process for making a direct linkage to services that are not physically available at the AJC.
- Ensuring center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the local workforce development system, as well as within the American Job Center network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

Because the One-Stop Operator is not a party to this MOU, its roles and responsibilities are provided for informational purposes only.

6. Core Partners and Other One-Stop Partner Programs

WIOA describes core partner programs, required one-stop/AJC partner programs and additional one-stop/AJC partner programs.

Core Partners: WIOA calls for strengthening the alignment of core workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The core workforce programs under WIOA include:

- Adult, Dislocated Worker and Youth Programs (Title I of WIOA)
- Adult Education and Family Literacy Act Program (Title II)
- Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III)
- Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV)

Required Partner Programs: WIOA identifies the required one-stop partner programs. Generally, the entity that carries out the program serves as the one-stop partner. This may be the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in a local area. Carrying out a program or activity means that



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the partner is providing any of the services its grant, contract, or program requires.

The District's one-stop/AJC partner programs, which include the core partners' programs and administrators/providers are:

	One-Stop/AJC Partner Program	District Agency/Local Provider
U.S. Department of Labor Programs		
1.	Adult (<i>WIOA title I formula</i>)	Department of Employment Services
2.	Dislocated Worker (<i>WIOA title I formula</i>)	Department of Employment Services
3.	Youth (<i>WIOA title I formula</i>)	Department of Employment Services
4.	Job Corps (<i>WIOA title I</i>)	Potomac Job Corps Center – Exceed Corporation
5.	Senior Community Service Employment Program (<i>title V of the Older Americans Act of 1965</i>)	Department of Employment Services and National Caucus on Black Aging
6.	Trade Adjustment Assistance activities (<i>Trade Act of 1974, as amended</i>)	Department of Employment Services
7.	Jobs for Veterans State Grants (<i>Chapter 41 of title 38</i>)	Department of Employment Services
8.	Unemployment Compensation programs	Department of Employment Services
9.	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by <i>WIOA title III</i>	Department of Employment Services
U.S. Department of Education Programs		
10.	Adult Education and Family Literacy Act (<i>AEFLA</i>) program (<i>WIOA title II</i>)	Office of the State Superintendent of Education
11.	State VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by <i>WIOA title IV</i>	Department on Disability Services
12.	Career technical education programs at the postsecondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Office of the State Superintendent of Education
U.S. Department of Health and Human Services Programs		
13.	Programs authorized under the Social Security Act title IV, part A (<i>TANF</i>)	Department of Human Services
14.	Community Services Block Grant Employment and Training activities (<i>Community Services Block Grant Act</i>)	Department of Human Services
U.S. Department of Housing and Urban Development Programs		
15.	Employment and training programs	District of Columbia Housing Authority

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	<i>U.S. Department of Agriculture Programs</i>	
16.	Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)	Department of Human Services

Additional One-Stop/AJC Partner Programs: WIOA indicates that, with the approval of the local workforce board and the Chief Local Elected Official, other appropriate Federal, State or local programs may become partners in the local workforce system. In the event that the DC WIC and the Mayor approve the addition of other partners, MOUs will be developed with each.

7. The District’s American Job Centers

The following locations comprise the District’s network of AJCs:

Comprehensive Center: 4058 Minnesota Ave., NE Washington, DC 20019	Affiliate Center: 2330 Pomeroy Road, SE Washington, DC 20020
Affiliate Center: 5171 South Dakota Ave., NE Washington, DC 20017	Affiliate Center: 2000 14th St., NW, 3rd Floor Washington, DC 20009

8. System Access via the Internet

Accessibility to the services provided by the AJCs and all Partner agencies is essential to meeting the requirements and goals of the local service delivery system. DC WIC will work with the District’s Department of Employment Services to ensure on-going operation of the AJC customer access website dcnetworks.org, which provides resources for job seekers and businesses. DDS customers will register in and use dcnetworks.org to access system information and services. In addition, DDS will promote dcnetworks.org and the full range of services provided by AJC partners via its website by providing information about system programs and hyperlinks to connect participants to the AJCs and to system partners’ websites.

9. Service Delivery

The District’s workforce system and AJC network has been established by DC WIC in accordance with WIOA and the Unified State Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the workforce development delivery system. The State Plan further identifies programs that must be accessible through the AJC system. Attachment A, AJC and One-Stop System Services, describes services available through the AJCs and serves as the framework for system

service delivery in the District.

In all centers, Basic and Individualized Career Services are provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve their career plans, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided to job seekers also aligns with the needs of the District's employers for recruiting, training and retaining talent and supports career pathways for job seekers. The DC WIC is responsible for coordinating these activities to assure the desired outcomes.

Attachment B, *Shared System Services/Roles and Responsibilities*, describes the ways in which DDS supports the AJCs and overall workforce system services.

10. General Partner Responsibilities

Partner agrees to adhere to all relevant statutes, regulations, plans, and policies and work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the workforce system.

In addition, the Partner agrees to:

- Make the services and activities that are applicable to Partner's program available to customers through the AJCs during regular business days, either by having a program staff member physically at the AJC(s), having a staff member from a different partner program physically at AJC appropriately trained to provide information, having a "direct linkage" through technology to a program staff member who can provide meaningful information or services;
- Develop, offer, and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, training, and retaining talent for the regional economy;
- Implement operational processes and systems to achieve functional alignment, the coordination of common services, effective and efficient fiscal management, and strategic allocation of staffing resources;
- Engage in staff capacity building and professional development, including but not limited to, cross-training between partner staff;
- Effectively communicate, share information, and collaborate with the one-stop operator;
- Engage in joint planning, system design, and development of necessary service delivery protocols;

- Commit to the vision, mission, goals, strategies, and performance measures articulated in the District's WIOA Unified State Plan;
- Participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction;
- Participate in coordinated outreach efforts for jobseekers and employers, such as hiring events and other on-site or virtual activities, in accordance with one-stop delivery system common identifier laws, rules, and DC WIC policies;
- For each individual program represented in Section 11 of this MOU, participate in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration;
- Submit to the DC WIC the following information no later than fifteen (15) days after the end of each month: number and percent of referrals successfully enrolled, number and percent of enrollees who complete program, number and percent of enrollees who obtain employment, number and percent of enrollees who maintain employment for at least three months.

Specific responsibilities of DDS are described in Attachment B, *Shared System Services/Roles and Responsibilities*.

11. DDS Programs and Services

DDS is committed to delivering services through and in connection with the AJC system in accordance with WIOA, the Unified State Plan and DC WIC policies, as applicable. DDS programs covered by this commitment and MOU include:

- The Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV

Further information on the role of DDS is outlined at Attachment B.

12. Methods for Referring Customers

The District has many excellent providers of workforce development, education, and social services—including government agencies and CBO's. In order to provide comprehensive, integrated and seamless delivery of services to workers, job seekers, and employers, Partner agrees to:

- Familiarize itself with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the programs represented in the AJCDC system;

- Develop materials summarizing their program requirements to ensure that general information regarding AJC partner programs, services, activities and resources are available to all customers as appropriate;
- Work collaboratively and implement methods for referring customers to appropriate services and activities in accordance with the referral policy and processes to be developed by the DC WIC.
- Train staff to provide appropriate referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs and to jointly serve individuals who have varying degrees of job readiness;
- Commit to robust and ongoing communication required for an effective referral process;
- As required by Section 10 of this Agreement, actively track and report the results of referrals and assure that Partner resources are being leveraged at an optimal level; and
- Regularly share referral information among AJCs and partners, and evaluate ways to improve the referral process, including the use of customer satisfaction surveys.

13. Priority Populations

The District's AJC system is designed to be universally accessible, customer-centered and able to offer training and related resources that are driven by the needs of the local economy. The DC WIC is committed to ensuring high quality services for job seekers of all skill levels, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, and individuals with low basic skills.

Through this MOU, the DC WIC and DDS commit to working together to focus efforts and resources to ensure the needs of job seekers, youth and individuals with barriers to employment are effectively addressed in the AJC system, including providing access to technology and materials, prioritizing services and increasing outreach to individuals with barriers to employment, a group that includes members of the following populations:

- Low-income persons
- Basic skills deficient
- Returning citizens
- Individuals with disabilities
- English language learners
- Homeless persons
- Public housing residents
- Public assistance recipients
- Youth disconnected from school and/or work
- Others with significant barriers to employment

Partner shall adhere to all statutes, regulations, plans, and policies regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses (see 38 U.S.C. sec. 4215 and its implementing regulations at 20 CFR 680.650) and the priority provisions of WIOA sec. 134(c)(3)(E) and 20 CFR 680.600 for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Any additional priority populations identified by the DC WIC will be reflected in the District's WIOA Unified Plan, as well as DC WIC policy.

14. Nondiscrimination and Equal Opportunity

Partner agrees to comply with all applicable federal and local nondiscrimination laws, including WIOA Section 188 and its implementing regulations and guidance which prohibits the exclusion of an individual from participation in, denial of the benefits of, discrimination in, or denial of employment in the administration or connection with any programs and activities funded otherwise financially assisted in whole or in part under Title I of the WIOA because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity) national origin (including Limited English Proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA. Partner shall not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I—financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Partner shall adhere to the policies, procedures, and guidance issued by District regarding equal opportunity, nondiscrimination, and increased accessibility, including but not limited to the District's WIOA Nondiscrimination Plan which may be found on the DC WIC's website at <https://dcworks.dc.gov/page/equal-opportunity>. Partner hereby assures that it: has incorporated the required non-discrimination and equal opportunity provisions into all grants, agreements or other similar applications for federal financial assistance under WIOA; has designated an Equal Opportunity officer; provides proper notice regarding protections and takes reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others; engages in affirmative outreach; performs data collection and maintenance, monitoring, recordkeeping, and complaint processing procedures in accordance with WIOA Section 188 and its implementing regulations; and will cooperate with compliance monitoring that is conducted at the local level. Nothing in this Section shall be construed as limiting the Parties' agreement to increase and maximize access for individuals with barriers to employment.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, Partner (as a "recipient" defined at 29 C.F.R. § 38.4(zz)):

- assures that it can comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in educational programs.
- assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity.
- understands that the United States has the right to seek judicial enforcement of this assurance.
- acknowledges and agrees that it must comply (and require any sub-grantees, contractors, successors, transferees, and assignees to comply) with applicable provisions governing access to records, accounts, documents, information, facilities, and staff by the U.S. Department of Labor (DOL), the State Equal Opportunity Officer (or designee), and the District of Columbia Department of Employment Services (DOES) Equal Opportunity Officer (or designee) to support WIOA's nondiscrimination and equal opportunity responsibilities including, but not limited to, monitoring, compliance reviews, and discrimination complaint investigations:
 - must cooperate with any compliance review, monitoring, or complaint investigation conducted by U.S. DOL, the State Equal Opportunity Officer (or designee), and/or the DOES Equal Opportunity Officer (or designee).
 - must give U.S. DOL, the State Equal Opportunity Officer (or designee), and/or the DOES Equal Opportunity Officer (or designee) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable federal civil rights laws set forth above.
 - must keep such records and submit to the responsible U.S. DOL official, State Equal Opportunity Officer (or designee), and/or DOES Equal Opportunity Officer (or designee) timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the

responsible Equal Opportunity Officer, or designee, may determine to be necessary to ascertain whether the recipient has complied, or is complying, with relevant obligations.

- must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law and detailed in program guidance.
- If, during the past three years, the has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), age, disability, religion, citizenship, political affiliation or belief, or WIOA participant status, must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to U.S. DOL, the State Equal Opportunity Officer (or designee), and DOES Equal Opportunity Officer (or designee).
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, citizenship, political affiliation or belief, or WIOA participant status, against , or settles a case or matter alleging such discrimination, must forward a copy of the complaint and findings to U.S. DOL, the State Equal Opportunity Officer (or designee), and the DOES Equal Opportunity Officer (or designee).

15. Resource Sharing

In accordance with WIOA section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and AJC infrastructure costs. Attachment C, Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services, identifies the specific infrastructure/shared costs and the method by which those costs will be supported by DDS in accordance with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. The DC WIC is responsible for managing the Infrastructure Funding Agreement, which is part of the Agreement on Resource Sharing, as well as collecting and disbursing the shared resources outlined within the Agreement.

16. Appeals

If an AJC/one-stop partner and the DC WIC cannot reach agreement necessary to execute the MOU, the DC WIC has developed a policy (DC WIGL-2018-001) which details the dispute resolution process and is published online at, <https://dcworks.dc.gov/node/1372586>.

17. Confidentiality Requirements and Development of Data Sharing Strategies

All AJCs and one-stop partners must have access to and be trained on the DC Data Vault and will use the DC Data Vault to process the intake and referral of customers to relevant

services provided by one-stop partners with access to the DC Data Vault. A customer must sign a Data Sharing Consent Form prior to the partner inputting any of the customer's intake information into the DC Data Vault. Partner agrees to:

- Complete the data usage form identifying agency staff who have access to Data Vault.
- Ensure staff are trained on the usage of the platform and participate in briefings, enhancement trainings and updates.
- Enforce using the platform as the sole modality for intake and referrals for supportive and wrap-around services.

This MOU does not represent an agreement to share among the Parties data not already covered by an existing agreement and/or consent waiver; a separate, multi-agency data sharing agreement will need to be developed. WIOA, the DC WIC and the Unified State Plan support alignment and integration of programs and services to better serve common customers. Sharing customer service-level data between partner organizations is a goal of the system. In furtherance of this goal, DDS commits to work with DC WIC and other system partners to identify strategies and approaches to data sharing, including the expanded use of the DC Data Vault which allows for extensive data sharing among participating partners and contains a universal release of information consent form. The provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Partner agrees to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Family Literacy Act, and any other applicable requirements of the District or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provision of services. When required under applicable law, a release of information will be obtained from the customer before sharing confidential protected information. In carrying out its respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other Parties, observing the requirements that are most restrictive.

18. Term and Renewal

The performance under this MOU shall commence on October 1, 2021, and shall terminate on September 30, 2022, unless previously terminated or updated pursuant to the terms of this MOU. The MOU may be extended for up to two additional one-year terms upon agreement from all Parties. The MOU shall be reviewed and renewed not less than once every three years.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU amendment procedures established at the

DC WIC. Substantial changes, such as changes in one-stop partners or a change due to the election of a new Chief Elected Official, will require renewal of the MOU in accordance with 20 CFR 678.500(b)(6),(d),and(e).

19. Modifications, Amendments and Termination

This instrument constitutes the entire agreement between the Parties, and all oral or written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. This Agreement supersedes and replaces all prior agreements between the Parties relating to this subject matter. Any prior agreements are hereby terminated.

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named Parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable law and fiscal requirements.

The MOU will remain in effect in accordance with the expressed term, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- A party breaches any provision of this MOU and such breach is not resolved within thirty (30) days of receiving written notice from DC WIC. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by providing written notice to all other Parties.

20. Anti-Deficiency Considerations

The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia



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DC Workforce Investment Council and
District of Columbia Department on Disability Services**

Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.), (iii) D.C. Official Code § 47-105 (2015 Repl.), and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

21. Point of Contact

The main point of contact for the MOU is:

Executive Director
DC Workforce Investment Council
2235 Shannon Pl., SE, Suite 3031
Washington, DC 20020

22. Attachments to the MOU

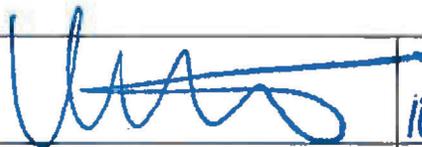
The following attachments are incorporated into the MOU:

- A. AJC and One-Stop System Services
- B. DDS – Shared System Services/Roles and Responsibilities
- C. Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services

23. Signatures

The individuals signing below have the authority to commit the party they represent to the terms of this MOU and do so commit by signing:

Chief Elected Official, District of Columbia

Unique-Morris Hughes Designee for Mayor Muriel Bowser		10/27/2021
Name	Signature	Date

Executive Director, Workforce Investment Council

Ahnna Smith		10/27/2021
Name	Signature	Date



**Memorandum of Understanding
DC Workforce Investment Council and
District of Columbia Department on Disability Services**

Director, District of Columbia Department on Disability Services

Andrew P. Reese		10/26/2021
Name	Signature	Date

Deputy Director, DC Rehabilitation Services Administration

Darryl Evans		10/16/2021
Name	Signature	Date

Deputy Director, Workforce & Federal Programs, Department of Employment Services

Vanessa Weatherington Fiscal Agent for the Agreement on Resource Sharing		10/26/2021
Name	Signature	Date

AJC and One-Stop System Services

Workforce Innovation and Opportunity Act
One-Stop Delivery System Memorandum of UnderstandingOne-Stop System Services

WIOA establishes two levels of employment and training services for adults and dislocated workers: career services and training services.

Career Services: Career services for adults and dislocated workers are available at all AJCDCs. U.S. DOL has identified three types of career services:

- Basic career services;
- Individualized career services; and
- Follow-up services

Basic Career Services: Basic career services must be made available and, at a minimum, must include the following:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including worker profiling), and orientation to information and other services available through the local workforce system;
- Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs;
- Labor exchange services, including:
 - job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information on nontraditional employment and in-demand industry sectors and occupations; and
 - appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the local workforce system;
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas;

- Provision of performance information and program cost information on eligible providers of training services by program and provider type;
- Provision of information, in usable and understandable formats and languages, about how the Board¹ is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce system;
- Provision of information, in usable and understandable formats and languages, relating to the availability of support services or assistance, and appropriate referrals to those services and assistance;
- Provision of information and assistance regarding filing claims for unemployment compensation, by which the Board must provide assistance to individuals seeking such assistance;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services: Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These include the following services:

- Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated workers; Section 134(c)(2) and (c)(3) list the required local employment and training activities. To satisfy some of these requirements, the use of assessments is necessary. To avoid duplication of services, WIOA allows the use of previous assessments from another education or training program. The previous assessments must be determined to be appropriate by AJCDC representatives and must have been completed within the previous six months;
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information regarding eligible training providers;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experience that are linked to careers;
- Workforce preparation activities;
- Financial literacy services as described in WIOA §129(b)(2)(D);
- Out-of-area job search and relocation assistance; and
- English language acquisition and integrated education and training programs.

¹ Within the District, the DC WIC.

Follow-up Services: These services must be made available, as appropriate (including counseling regarding the workplace) for participants in adult or dislocated worker activities that are placed in unsubsidized employment for a minimum of 12 months after the first day of employment.

Training Services: WIOA is designed to increase participant access to training services. Training services are provided to equip individuals to enter the workforce and retain employment. Examples of training services include:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training (OJT), including registered apprenticeship;
- Incumbent worker training in accordance with WIOA §134(d)(4);
- Workplace training and cooperative education programs;
- Private sector training programs;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs in accordance with WIOA §134(d)(5);
- Job readiness training provided in combination with other training described above;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, in combination with training; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

WIOA clarifies that there is no sequence of service requirement in order to receive training. However, DOL has indicated that, at minimum, to be eligible for training, an individual must receive an interview, evaluation, or assessment and career planning or any other method through which the one-stop operator/partner can obtain enough information to make an eligibility determination for training services. Where appropriate, a recent interview, evaluation, or assessment may be used for the assessment purpose.

Business Services: The District's AJCs are part of a business-focused system. Examples of system services to serve business customers include:

- Customized screening and referral of qualified participants in training services to employers.
- Customized employment-related services to employers, employer associations, or similar organizations on a fee-for-service basis that are in addition to labor exchange services available to employers under the Wagner-Peyser Act.
- Work-based learning activities, including incumbent worker training, Registered Apprenticeship, transitional jobs, on-the-job training, and customized training.
- Activities to provide business services and strategies that meet the workforce investment needs of employers, as determined by the Board and consistent with the local plan.

ATTACHMENT B**District of Columbia Department on Disability Services (DDS):
Shared System Services/Roles and Responsibilities**

DDS provides the residents of the District of Columbia with information, oversight and coordination of services for people with disabilities and those who support them, such as service providers and employers. Through its Rehabilitation Services Administration (RSA), DDS focuses on employment, ensuring that persons with disabilities achieve a greater quality of life by obtaining, sustaining and advancing in employment, economic self-sufficiency and independence. RSA achieves this through: employment marketing and placement services, vocational rehabilitation; inclusive business enterprises.

Once a customer's eligibility for services is established, a Vocational Rehabilitation counselor assists the person to develop an Individualized Plan for Employment (IPE). The IPE identifies the customer's vocational goal and the services that will be provided in order to achieve that goal. To help people with disabilities obtain employment, RSA provides comprehensive rehabilitation services, which may include: information and referral, assessment services, counseling and guidance, physical restoration, vocational training or other post-secondary education, job search, job placement and job coaching, supported employment. RSA assists persons with disabilities to locate employment by developing and maintaining close relationships with local businesses.

Person-centered thinking is a service philosophy that supports positive control and self-direction of people's own lives. DDS is working to implement this through training sessions and other agency-wide initiatives.

The following information summarizes DDS's role within the District's one-stop/AJC system:

- Shared System Design and Access
- Shared System Knowledge
- Shared Services and Customers

Shared System Design and Access

With regard to system design and access, the system partners and DC WIC agree to use of the following terms to characterize the participation of DDS and other system partners within the local AJC system:

- Co-Location: A full- or part-time physical presence by one or more partner representatives at one or more of the District's AJCs.
- Cross-Training: Having a staff member from a different partner program physically

present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- **Direct Linkage:** Providing AJC customers with a direct connection to partner services, within a reasonable time, by phone or through a real-time Web-based communication (e.g. Skype) to a program staff member who can provide program information or services to the customer; a direct linkage cannot exclusively be providing a phone number or website or providing information, pamphlets, or materials. A direct linkage differs from a “warm handoff” in several ways. Direct linkage provides real-time access to the services a customer needs, while that customer is on-site, rather than sending the customer to another location. Direct linkage supports several programs serving a customer simultaneously, rather than in a sequence of hand-offs. The programs engaged in a direct linkage are still responsible for the customer and work together to avoid duplicate assessments, services, etc.

DDS representatives are co-located at the four (4) AJCs located within the District. Currently, DDS’s presence at each site is 1 full-time equivalent position, which is filled by various DDS counselors and staff. DDS must submit to the DC WIC and OSO and keep current the Partner Personnel and Data information outlined in Attachment C, Section III.

DDS does not provide access to any services via cross-trained staff or direct linkage.

Shared System Knowledge

DDS agrees to participate in staff development and cross-training partner program staff to increase system capacity. This will include:

- Providing content to be used in training of partner managers and staff about the programs and services offered by DDS. Such content will, at a minimum, include information about types of services offered; program and service eligibility requirements; application processes; and information on outcomes.
- Assisting with the delivery of training, which may include providing content suitable for electronic media format (e.g. PowerPoint, on-line video) or in-person or webcast presentations to partner representatives.
- Participating in training developed and/or provided by the One Stop Operator or District one-stop system partners. Such participation may occur through attendance at in-person or virtual sessions or by viewing web-based content.

Shared Systems and Customers

DDS is committed to working with the DC WIC, the One Stop Operator, DOES (which manages the AJCs), and the full range of system partners to devise, implement and continuously improve workforce strategies that benefit residents and businesses in

Washington, DC. As an extension of this commitment, DDS agrees to participate in meetings and activities organized by the One-Stop Operator and other key system partners to solve critical workforce system challenges or support workforce development activities.

DDS's role in the coordinated delivery of AJC services will include the following services, participation and collaboration.

1. *Outreach and Recruitment*

While DDS targets specific individuals (such as those with a physical or mental disability that poses a substantial barrier to employment), its messages reach a broad cross section of District residents. Therefore, the agency can provide candidates (including those not using its services) with information on the services of the AJCs and the system's partner programs. Information will be provided via web-based media, print materials and verbal communications.

2. *Intake*

As DDS representatives conduct intake for its programs, it agrees to identify individuals that may be eligible for and/or interested in AJC services or those of the system partners. Such individuals will be referred in accordance with policies and processes established under Section 12 of the MOU. As part of the intake process, DDS will ensure that all individuals are registered in DC Networks.

3. *Orientation*

Similar to candidate information derived from outreach and intake processes, orientation and information sessions led by DDS provide a venue and/or opportunity to share with District residents, information about other programs and services for which they may be qualified. For those who may benefit from AJC or partner programs, DDS will make appropriate referrals in accordance with the policies and processes established by the DC WIC.

4. *Initial Assessment*

To the extent permitted by rules governing the funding under which it operates, DDS may provide the AJCs and other partners with results of assessments in which residents participate. In cases where residents apply for services from another system partner, this process may help to avoid duplication of effort. Sharing of assessment results will require a release signed by the affected individuals.

5. *Cross Referrals*

Cross referrals among the District's workforce system partners are critical to the goals of collaboration and alignment of programs and to ensuring that services are customer-focused. DDS will work with the One-Stop Operator to develop specific details for managing and tracking referrals in accordance with the policies developed by the DC WIC.

6. *Sharing of Local Market Intelligence*

In support of its various employment programs and activities, DDS regularly communicates with businesses to help inform its efforts to train and place residents in employment. Similarly, DC WIC, the AJCs and all partner programs conduct business outreach and engage in gathering local labor market information and industry "intelligence." To the extent practicable, the DDS agrees to share such information and intelligence with the AJC/one-stop partners so that the entire system is well prepared to meet business and industry needs.

7. *Co-Enrollment/Co-Case Management*

When DDS and one or more other partners serve the same customer (via the participant's co-enrollment), the partners agree to identify opportunities to co-case manage activities in order to streamline processes and avoid duplication of effort and resources.

8. *Support Services*

DDS directly provides or otherwise connects its customers to a wide range of support services, including transportation and assistance technology and other forms of training and workplace aids, among others. Participants may be referred to the AJCs or other system partners for other services to address their unique needs.

9. *Placement Services*

To increase the range of employment opportunities for customers, DDS agrees to refer those seeking employment to the AJCs for placement services, such as hiring events, when such services are determined as benefitting an individual.