

**Agreement on Resource Sharing:
AJC/One-Stop Infrastructure Agreement & Shared Systems Allocation
Costs Per Required Program**

I. Resource Sharing Agreement

USDOL TEGL 17-16 requires the AJCDC Partners to develop and enter into a resource sharing agreement including:

- An infrastructure funding agreement (IFA), which consists of:
 - A budget including the non-personnel, infrastructure costs necessary for the general operation of the AJCs, such as:
 - Applicable facility costs (such as rent)
 - Utilities and maintenance
 - Equipment (including assessment-related and assistive technology for individuals with disabilities)
 - Technology to facilitate access to the One-Stop Centers, including technology used for the center's planning and outreach activities
 - An allocation of the infrastructure costs among the AJC partners using an agreed upon methodology.
- Additional costs, which must include Applicable Career Services and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.
 - Applicable Career Services include the costs of the provision of Career Services in Section 134(c)(2), as authorized by and applicable to each partner's program.
 - Other System Costs may include any other shared services that are authorized for and commonly provided through the AJC partner programs to any individual and are agreed upon by the partners, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other partners, and business services.

All required one-stop partners must provide access to their programs, services, and activities in the comprehensive centers through a physical presence, appropriately cross-trained staff, or direct linkage, and contribute to the infrastructure costs of those centers. Only those one-stop partners that participate in the affiliate one-stop centers are required to contribute to the infrastructure costs for those centers. The financial contributions of one-stop partners through a direct linkage may be different than those one-stop partners with a physical presence, regardless of the type of center. When two or more grant recipients or contractors of a required partner program are carrying out the program in a local area, both entities must contribute to infrastructure costs, including at an affiliate center, if those partners are participating in that affiliate center.

The WIOA Adult, Dislocated Worker, and Youth programs, Senior Community Service Employment Program (SCSEP), Jobs for Veterans State Grant (JVSG), Unemployment Insurance Compensation (UI), Reemployment Services and Eligibility Assessment (RESEA), Wagner-Peyser, Vocational Rehabilitation (VR), Carl D. Perkins, Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) programs are physically co-located in the District of Columbia American Job Centers.

The SCSEP program run by National Caucus on Black Aging (NCBA) and the employment and training programs run by DC Housing Authority (DCHA) do not have staff physically co-located in the AJCDC; their services are accessible via AJC front desk staff and other cross-trained partner staff at the AJC who can provide information to customers about the programs, services, and activities available through those programs.

The District will conduct a pilot with the Job Corps and Adult Education and Family Literacy Act (AEFLA) programs, to better understand the processes for providing services to customers via “direct linkage.”

II. Cost Allocation Methodology and Steps to Reach Consensus

The DC WIC facilitated partner meetings on August 13, 2021, August 23, 2021, and September 14, 2021, and worked with partners to achieve consensus regarding the basis for allocating AJC costs. In the process, DC WIC identified and described several potential bases for cost allocation, and the partners ultimately chose the following methodologies:

Infrastructure Costs

The methodology for infrastructure costs associated with the AJCs is for the DOES/OCFO to identify the square footage of each site and the associated infrastructure costs and allocate them among the partners based on the proportion of each co-located partners' staff hours worked on site at the AJC among all hours worked by partner staff at the AJC. The infrastructure costs associated with each AJC location varies. Partners that are accessible via AJC front desk staff and other cross-trained partner staff will be invoiced based on 24 hours for workshop delivery and consultation. The DC WIC has published a policy on its website which details the cost allocation methodology and the guidance used in finalizing this agreement. (DC WIGL-2018-001 [November 16, 2018], <https://dcworks.dc.gov/node/1372586>).

Additional Costs

- **Applicable Career Services:** The budget for applicable career services represents the personnel costs of each partner to deliver the career services listed in Attachment B of this MOU. Applicable career services are not allocated

among the partners and will not be invoiced through this resource sharing agreement.

- Other System Costs: There are no other system costs included in this resource sharing agreement.

In the future, alternative allocation bases may be considered and are subject to use if the alternative methodology demonstrates a more equitable or efficient distribution of costs among the partners.

III. Partner Costs

Based on the agreed upon infrastructure cost sharing methodology, it is estimated that DDS will contribute \$143,899.94 in cash over the duration of this resource sharing agreement to support AJC infrastructure costs. Actual costs will be based on the reconciliation process described below. Failure to comply with the requirements of this agreement may result in corrective action or a penalty.

Based on the agreed upon Career Services cost sharing methodology, this resource sharing agreement recognizes that DDS contributes the staff costs identified in Section VII of this Attachment C for the Career Services described in Attachment B.

IV. Partner Personnel and Data Submission

Partner must submit to the DC WIC, OSO and the DOES/OCFO monthly, and keep current, the following information in order to allocate infrastructure costs:

Personnel Information

- Number of employees reporting to the AJC
- Staff name and title
- AJC Location (name and address)
- Expected number of hours on-site
- Any anticipated or actual changes in staffing or hours

Data

- Actual number of hours on-site
- 485 Report in MS Excel (Government Entities only)
- PeopleSoft Query (Preferred if applicable)

The data must be signed by an authorized official from the Partner's finance team or executive staff prior to submission.

V. Cost Reconciliation and Billing

The DOES/OCFO will determine each partner's costs based on actual hours worked at the

AJC sites as a portion of the total hours worked at the site each month and actual infrastructure costs each month and prepare an invoice for each partner quarterly . Partner understands that the timeliness of the preparation and submission of invoices is contingent upon the timeliness of each partner providing the necessary cost information.

Upon receipt of the invoice, Partner shall review and submit payment no later than fifteen (15) days. Any disputes regarding the invoice shall be communicated in writing. The DOES/OCFO will review the dispute and respond within ten (10) days of receipt. Any unresolved disputes should be directed to the DC WIC.

VI. Method of Payment

All District of Columbia government partners must use Intra-District transfers to fund their portion of the IFA costs. The use of Intra-District Advances or Reimbursements is to be determined. All non-government partners must reimburse quarterly via ACH or Check. Non-District government partners must advance their total contribution prior to quarterly invoicing to ensure reimbursement to DOES programs that frontload.

VII. Fiscal Agent Role/Responsibility

- DOES will serve as the fiscal agent for this MOU
- Provide the estimated fixed cost budget for the American Job Center
- Create unique codes in the financial system to track expenditures/revenue for the partners
- Bill partners at least quarterly
- Reconcile expenditures/revenue at least quarterly

VIII. Systems Budget and Allocated Costs Tables



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

FY22- IFA & SHARED SYSTEMS ALLOCATION COSTS PER REQUIRED PROGRAM

DC Agency	Partner Program	FY22 Budget for AIC	Enter (Estimated Annual Hours)	Rental and Utilities (Basis)****										Shared System Costs*	Grand Total
				Electricity	Water	Telephone	Security	Occupancy	Sustainable Energy	Gas					
		100,757.60		28,003.22	211,558.23	231,291.00	281,268.36	266,221.08	6,975.93	1,099.62	551,001.52	1,678,456.56			
DOES	Partner-Prevent Act CL	29,891.40	\$ 19,957.31	\$ 5,073.10	\$ 41,488.01	\$ 46,949.01	\$ 50,869.30	\$ 11,994.52	\$ 1,201.98	\$ 475.03	\$ 112,729.20	\$ 337,687.54			
	Unemployment Insurance	18,420.00													
	Compassion on Programs	16,111.56	\$ 18,923.03	\$ 4,891.86	\$ 34,672.15	\$ 24,229.84	\$ 44,825.70	\$ 50,329.10	\$ 1,220.96	\$ 309.64	\$ 38,820.01	\$ 268,109.31			
	WIDA - Dislocated Worker	12,629.12	\$ 10,289.93	\$ 4,990.93	\$ 4,990.93	\$ 34,180.34	\$ 22,419.57	\$ 44,525.78	\$ 50,683.86	\$ 1,793.82	\$ 974.22	\$ 88,186.68	\$ 265,742.93		
	WIDA - Youth	10,596.88	\$ 11,254.82	\$ 3,297.24	\$ 32,248.83	\$ 12,628.61	\$ 29,087.91	\$ 34,875.08	\$ 806.45	\$ 225.93	\$ 17,434.20	\$ 221,609.87			
	WIDA - Adult	5,248.00	\$ 6,092.09	\$ 1,572.44	\$ 10,843.97	\$ 10,318.69	\$ 14,887.33	\$ 16,397.59	\$ 475.69	\$ -	\$ 17,978.52	\$ 88,074.82			
	WIDA - Youth	2,080.00	\$ -	\$ -	\$ -	\$ 4,209.88	\$ 13,148.72	\$ 5,205.85	\$ -	\$ -	\$ -	\$ 10,841.91	\$ 33,306.25		
	WIDA - Youth	3,858.00	\$ 3,041.42	\$ 793.02	\$ 1,764.69	\$ -	\$ 9,101.41	\$ 8,290.46	\$ 2,174.88	\$ -	\$ -	\$ 9,713.26	\$ 31,445.19		
	DOES Program Totals	85,785.86	\$ 83,991.56	\$ 21,626.42	\$ 178,987.49	\$ 189,856.47	\$ 225,616.36	\$ 221,828.57	\$ 5,545.42	\$ 1,444.86	\$ 461,806.09	\$ 1,408,052.78			
DOE ***	Title IV	8,840.00	\$ 8,728.39	\$ 2,510.15	\$ 17,717.60	\$ 19,975.11	\$ 24,149.78	\$ 21,886.89	\$ 583.89	\$ 253.98	\$ 48,293.11	\$ 142,898.84			
DOE ***	TAMP	2,210.00	\$ 2,219.03	\$ 971.45	\$ 4,530.62	\$ 5,088.20	\$ 6,242.58	\$ 8,822.11	\$ 122.91	\$ -	\$ 31,699.43	\$ 36,762.54			
DOE ***	SNAP	1,326.00	\$ 1,490.83	\$ 384.70	\$ 2,739.47	\$ 2,768.12	\$ 3,712.94	\$ 3,936.25	\$ 116.38	\$ -	\$ 7,088.12	\$ 22,444.58			
DOE ***	CSBG	2,710.00	\$ 714.40	\$ 188.95	\$ 4,474.94	\$ 11,178.41	\$ 6,065.10	\$ 1,913.86	\$ 54.56	\$ -	\$ 11,545.80	\$ 36,744.02			
DOE ***	Title II	6,240.00	\$ 2,692.48	\$ 763.93	\$ 1,265.71	\$ -	\$ 1,715.48	\$ 2,701.91	\$ 79.84	\$ -	\$ 1,785.67	\$ 10,815.77			
DOE (DOE provides program funding)	Perkins	832.00	\$ 681.78	\$ 175.95	\$ 1,685.78	\$ 2,629.74	\$ 3,284.83	\$ 1,801.28	\$ 13.29	\$ -	\$ 4,349.49	\$ 11,662.09			
DOE (DOE provides program funding)	Rehabilit Job Corp	530.00	\$ 822.23	\$ 218.94	\$ 1,074.78	\$ -	\$ 1,429.57	\$ 2,721.80	\$ 102.54	\$ -	\$ 2,721.80	\$ 9,596.02			
DOE **	HUD Programs	24.00	\$ 26.41	\$ 6.91	\$ 50.82	\$ 97.93	\$ 61.57	\$ 69.77	\$ 1.58	\$ 0.89	\$ 131.11	\$ 340.68			
DOE (DOE provides program funding)	National Career on Black Aging **	24.00	\$ 26.41	\$ 6.91	\$ 50.82	\$ 97.93	\$ 61.57	\$ 69.77	\$ 1.58	\$ 0.89	\$ 131.11	\$ 340.68			
External IFA Partner Totals		18,636.00	\$ 18,789.55	\$ 4,926.90	\$ 42,870.54	\$ 46,294.89	\$ 45,629.38	\$ 44,388.52	\$ 1,130.52	\$ 254.76	\$ 82,185.43	\$ 272,401.80			
GRAND TOTALS		100,757.60	\$ 100,757.60	\$ 25,001.27	\$ 211,558.23	\$ 231,291.00	\$ 281,268.36	\$ 266,221.08	\$ 6,975.93	\$ 1,099.62	\$ 551,001.52	\$ 1,678,456.56			

* Shared System Contribution costs include DC Networks
 ** IFA Partner operates a non-collocated program from the AIC
 *** These are DC government agencies that advance their total contribution prior to proposing to ensure reimbursements to DOES programs that from local costs throughout the year
 **** Rent charges are only allocated to IFA Partner Programs with an entrance in the Budget AIC

FY21 CONSOLIDATED SYSTEM BUDGET FOR APPLICABLE CAREERS SERVICES

Basic Career Services	T 1 Adult	T 4 DW	T 4 Youth	T 4 AEL	T 4 WP	T 4 VR	TAMP	SNAP EBT	Carl Perkins	T 4 DAA	Job Corps	TAA	Comm Act	Housing	UI	WIDA	IVIG	DOES MSEP	NCBA MSEP	Other Part
T 1 Programs Eligible by Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Intake Assessment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Labor Search/Job Search	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Reformation Partners	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
LMI	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Performance/Cont Info	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Support Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
UI Info/Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Financial Aid Info	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Individual Career Services	T 1 Adult	T 4 DW	T 4 Youth	T 4 AEL	T 4 WP	T 4 VR	TAMP	SNAP EBT	Carl Perkins	T 4 DAA	Job Corps	TAA	Comm Act	Housing	UI	WIDA	IVIG	DOES MSEP	NCBA MSEP	Other Part
Comp Assessment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MAP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Short Term Provec	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Intervention/Work Experience	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Out-of-Area Job Search	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Financial Literacy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
BT/LA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Requested Consolidated Budget	T 1 Adult	T 4 DW	T 4 Youth	T 4 AEL	T 4 WP	T 4 VR	TAMP	SNAP EBT	Carl Perkins	T 4 DAA	Job Corps	TAA	Comm Act	Housing	UI	WIDA	IVIG	DOES MSEP	NCBA MSEP	Other Part
	\$1,302,644.72	\$1,653,227.34	\$1,951,158	\$1,200,000	\$2,278,183.54	\$421,790	\$300,000	\$120,000	\$9,851	\$0	\$1,000	\$0	\$0	\$19,720	\$542,500.00	\$771,319	\$508,792.8	\$14,191	\$1,345,231.00	\$
Consolidated budget total of career services delivered through the One-stop system for FY21:	\$42,904,289.70																			

AJC¹ PARTNER AGENCY SERVICES SCHEDULE – 2022

Partner Agency	Center Location(s)	Number of FTEs	Method	Days	Hours on Site	Hours per day per FTE
DDS	HQ, NE, NW, SE	1 person per location	On-site	Monday – Friday	8:30 a.m. – 5:00 p.m.	8.5
	AJC HQ	1		Tuesdays and Thursdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NE	1		Monday and Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
DHS - TANF	AJC NW	1	On-site	Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC HQ	1		Thursdays	8:15 a.m. - 4:45 p.m.	8.5
	AJC NE	1		Thursdays	8:15 a.m. - 4:45 p.m.	8.5
DHS - SNAP	AJC NW	1	On-site	Fridays	8:15 a.m. - 4:45 p.m.	8.5
	AJC HQ	1		Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NE	1		Mondays, Tuesdays, Thursdays and Friday	8:30 a.m. – 5:00 p.m.	8.5
DHS - CSBG	AJC HQ	1	On-site	Tuesdays	1:00 p.m. – 4:00 p.m.	3.0
	AJC NE	1		Wednesdays	9:00 a.m.– 12:00 p.m. and 1:00 p.m. – 4:00 p.m.	6.0
		1		Thursdays	9:00 a.m. – 12:00 p.m.	3.0
OSSE	AJC HQ	1	Direct Linkage	Monday - Friday	9:00 a.m. – 11:00 p.m.	2.0
		1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
		1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
Potomac Job Corps	AJC HQ	1	Direct Linkage	Monday - Friday	9:00 a.m. – 11:00 p.m.	2.0
	AJC NE	1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
		1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
UDC	AJC HQ	1	On-site	Monday - Friday	9:00 a.m. – 11:00 p.m.	2.0
	AJC NE	1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
		1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0

¹ The American Job Center operation is funded 100% by the Employment and Training Administration of the U.S. Department of Labor as part of an Adult WIOA (\$4,211,055), Dislocated Worker WIOA (\$10,070,193) and Wagner Peysner (\$1,931,319) award totaling \$16,212,567.

DDS FY25 MOUs							
Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY25	\$254,113	CFSA	DDA	Provide care for youth in CFSA care	Winslow Woodland	Seller	30-Sep-25
FY25	\$447,686	DACL	AMP	Office Space for DACL Employees	Thomas Morris	Seller	30-Sep-25
FY25	\$1,480,776	DHCF	QAP/IA	ARPA	Shasta Brown	Seller	31-Mar-25
FY25	\$128,958	DACL	RSA	Independent Living Services	Andrew Reese	Buyer	30-Sep-25
FY25	\$11,540	DCHR	AMP	To provide suitability & employment screening	Jessica Gray	Buyer	30-Sep-25
FY25	\$17,300	DCPL	RSA	Newsline Services	Andrew Reese	Buyer	30-Sep-25
FY25	\$660,641	OCP	AMP	Procurement Reform for FY25	Thomas Morris	Buyer	30-Sep-25
FY25	\$100,960,676	DHCF	DDA	IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-25
FY25	\$641,606	DHCF	DDA	IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-25
FY25	\$25,000	DLCP	RSA	RSVFP Business Licensing Services	Andrew Reese	Buyer	30-Sep-25
FY25	\$344,100	DOES (OYP)	RSA	Work-Based Learning (Pre-ETS)	Andrew Reese	Buyer	30-Sep-25

**ADDENDUM NO. 3 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
FOR IMPLEMENTATION OF SECTION 9817 OF
THE AMERICAN RESCUE PLAN ACT
(Term: October 1, 2024 – March 31, 2025)**

This serves as Addendum No. 3 to the Memorandum of Understanding (“MOU”) between the Department of Health Care Finance (“DHCF” or “Buyer Agency”) and the Department on Disability Services (“DDS” or “Seller Agency”), collectively referred to herein as the “Parties”. The MOU was initially executed by the Parties on September 23, 2022, to be effective through September 30, 2022, allowing for an additional three (3), one-year option periods. The Parties executed Addendum No. 1 on September 26, 2023, to exercise the first one-year option period from October 1, 2022, to September 30, 2023. The Parties executed Addendum No. 2 on May 16, 2024, to exercise the second one-year option period from October 1, 2023, to September 30, 2024. This Addendum No. 3 is developed in accordance with Section V.B to exercise the second option year to continue DDS’s partnership with DHCF to provide funding each fiscal year (“FY”) to implement the provision of services through projects authorized under Section 9817 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2; 135 Stat. 4) and approved on May 3, 2022, within the ARPA § 9817 District of Columbia Narrative and Spending Plan. Pursuant to Section VII (AMENDMENTS AND MODIFICATIONS) of the MOU, the Parties modify the following sections of the MOU as stated below:

1. Section V (DURATION OF MOU) is modified by amending Subsection A to read as follows:

A. The funding period of this MOU shall be from October 1, 2024, through March 31, 2025, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

2. Section VI (FUNDING PROVISIONS), Subsection A (COST OF SERVICES), is modified to read as follows:

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$1,480,776.00 for Fiscal Year 2025. The total cost of the goods and/or services is based on the Buyer Agency’s and Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU in Fiscal Year 2025 for the following ARPA initiatives:

A. DD Expansion

a. Supervisory Eligibility Service Coordinator: \$77,099.00

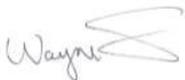
b. Eligibility Service Coordinator 1: \$68,703.00

c. Eligibility Service Coordinator 2: \$65,105.00

- d. Community Liaison Specialist: \$66,904.00
- e. Psychologist: \$30,000.00
- B. Housing Coordinator: \$68,865.00
- C. Rate Study: \$271,585.00
- D. Telehealth: \$437,585.00
- E. Stakeholder Technical Assistance: \$331,623.00
- F. IFS Waiver/Participant-Directed Services:
 - a. Program Coordinator: \$63,307.00

IN WITNESS WHEREOF, the Parties hereto have executed this MOU Addendum No. 3 as follows:

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne Turnage
Director

06/11/2025

Date

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

June 11, 2025

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 2025**

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 a total of 9,434 square feet of space, including one (1) office and 43 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 its 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 retroactively effective to October 1, 2024 (the “effective date”) through September 30, 2025, unless early terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total Fiscal Year 2025 cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$447,686.00**, i.e., 9,434 square feet multiplied by \$47.00 per square foot for the use of office space, and \$4,288.00 for the use of postage, copiers and printers. 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
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov

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
Charon P.W. Hines
Director

12/18/2024
Date

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese
Andrew P. Reese
Director

12/13/2024
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY AND
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2025**

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 16-264; 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 January 1, 2004 (“AT”), ██████████, who was born on March 30, 2004 (“MW”), ██████████, who was born on July 10, 2004 (“CB”), and ██████████, who was born on September 5, 2004 (“AS”) and 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 January 1, 2025 (AT), March 30, 2025 (MW), July 10, 2025 (CB) and September 5, 2025 (AS).

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 \$324.81 for the 37-day period of November 25, 2024, through January 1, 2025, for AT.
2. Make timely monthly payments to DDS at a daily rate of \$613.59 for the 181-day period of October 1, 2024, through March 30, 2025, for MW.
3. Make timely monthly payments to DDS at a daily rate of \$298.26 for the 283-day period of October 1, 2024, through July 10, 2025, for CB.
4. Make timely monthly payments to DDS at a daily rate of \$229.69 for the 203-day period of February 15, 2025, through September 5, 2025, for AS.
5. Provide full case management support for the four (4) 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, 2024 (the "effective date") through September 30, 2025, 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 two hundred fifty-four thousand, one hundred and twelve dollars and fifty cents (\$254,112.50) for FY 2025.
2. The daily rates in FY 2025 are \$324.81 for 37 days for AT, \$613.59 for 181 days for MW, \$298.26 for 283 days for CB and \$229.69 for 203 days for AS.
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 Antideficiency 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 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.
- 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:



03 / 31 / 2025

Tanya Torres Trice
Interim Director

Date

DEPARTMENT ON DISABILITY SERVICES:



4/17/2025

Andrew P. Reese
Director

Date

**ADDENDUM NO. 1 AND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF AGING AND COMMUNITY LIVING**

This serves as Addendum No. 1 and Amendment to the Memorandum of Understanding ("MOU") between the District of Columbia Department on Disability Services, Rehabilitation Services Administration, the buyer agency ("DDS/RSA" or "Buyer"), and the District of Columbia Department of Aging and Community Living, the seller agency ("DACL" or "Seller"), collectively referred to in this Addendum as the "Parties." This MOU was initially executed by the Parties on January 30, 2024, to be effective through September 30, 2024, allowing for an additional four one-year option periods. This Addendum No.1 and Amendment is developed in accordance with Section V.B. and VII to exercise a one-year option period and amend the MOU to include funding for FY 2025 and to change the notice provision as follows:

1. Section V. (DURATION OF THIS MOU) is modified by amending Subsection A (PERIOD) to include a second sentence to read as follows: "The period of this MOU is extended from October 1, 2024, through September 30, 2025, unless terminated early pursuant to Section XI of this MOU."

2. Section VI. (FUNDING PROVISIONS) is modified by amending Subsection A (COST OF SERVICES) to read as follows:

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 Years 2024 and 2025. 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.

3. Section XII (Notices) shall be amended to update the contact's name for the Department on Disability Services, as follows:

DDS/RSA:

Andrew Reese
Director Department on Disability Services
250 E Street SW
Washington, DC 20024
e-mail: andrew.reese@dc.gov
Phone: (202) 730-1607

IN WITNESS WEHEREOF, the Parties have executed this Addendum No.1 and Amendment to the MOU as follows:

**DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION**



Andrew P. Reese
Director
Department on Disability Services

April 8, 2025

Date

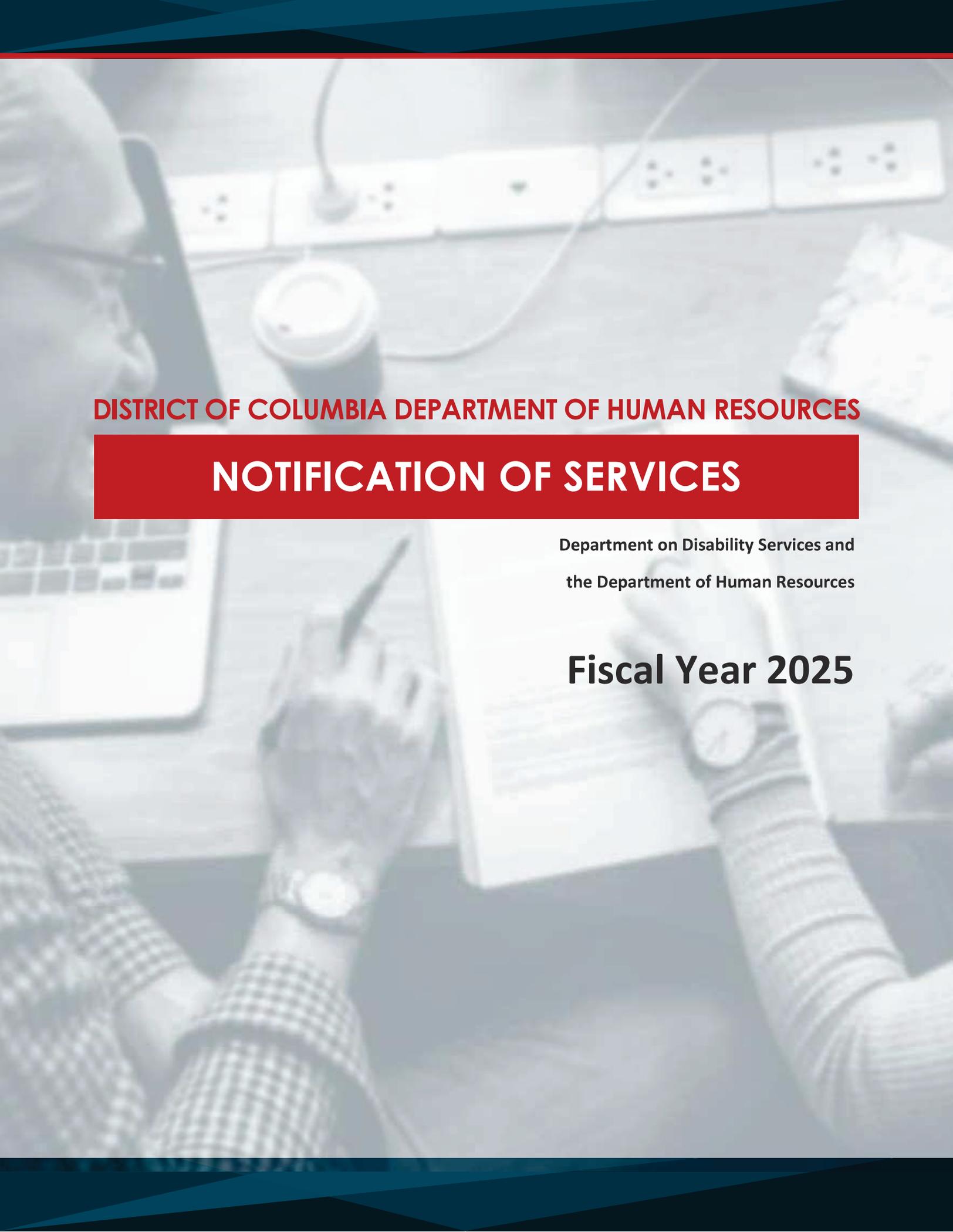
DEPARTMENT OF AGING AND COMMUNITY LIVING



Charon P.W. Hines
Director
Department of Aging and Community Living

04/07/2025

Date



DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

NOTIFICATION OF SERVICES

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

Fiscal Year 2025

I. INTRODUCTION

This notification of services outlines the suitability services that the Department of Human Resources (DCHR) will provide to **Department on Disability Services (DDS)** pursuant to the Fiscal Year 25 City Wide MOU. The specific services and costs are outlined in Attachment A.

II. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Department of Human Resources offers compliance services to District government agencies solely for its District government candidates, employees, and volunteers who are undergoing fitness-for-duty evaluations, suitability screenings, or both. The purpose 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 in accordance with Title 6-B, Chapters 4 and 20 of the DCMR. These services are not intended for individuals outside of the District government, such as contractors. Agencies should not request these services for contractors or similar individuals.

III. SCOPE OF SERVICES

a) Responsibilities of DC Human Resources

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

b) Responsibilities of Department on Disability Services

1. Agency shall ensure DCHR receives all documentation reasonably necessary to carry out its responsibilities under the MOU in a timely fashion. Agency understands that failure to timely produce documents may delay services under the MOU.
2. Agency agrees to be bound by the provisions contained in Title 6-B, Chapters 4, 16, and 20 of the DCMR. Agency agrees that for purposes of these regulations with respect to fitness-for-duty and suitability determinations; DCHR serves as the Program Administrator and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623 relating to fitness-for-duty and suitability determinations, the Director of the District of Columbia Department of Human Resources, or his or her designee, shall serve as the final deciding official for any corrective or adverse actions.

Attachment A

FY25 Service Costs

Compliance Services

Criminal Background Checks (General)

Positions	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$25.46	\$39.33	\$0.00	\$0.00
Protection	12	\$25.46	\$39.33	\$0.00	\$777.45
Security	12	\$25.46	\$39.33	\$0.00	\$777.45
Volunteers	0	\$25.46	\$39.33	\$0.00	\$0.00
Summer Hires	0	\$25.46	\$39.33	\$0.00	\$0.00
Criminal Background Checks Total Cost					\$1,554.90

Criminal Background Recertifications

Positions	Projected # Recerts	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$25.46	\$39.33	\$0.00	\$0.00
Protection	93	\$25.46	\$39.33	\$0.00	\$6,025.24
Security	48	\$25.46	\$39.33	\$0.00	\$3,109.80
Criminal Background Recert Total Cost					\$9,135.04

On-Site Suitability Events

Duration	Events Count	Projected # Processed	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
4 Hours	0	40	\$132.00	\$0.00	\$0.00
8 Hours	0	80	\$264.00	\$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	\$31.53	\$39.33	\$0.00	\$0.00
Protection	12	\$31.53	\$39.33	\$0.00	\$850.28
Summer Hires	0	\$31.53	\$39.33	\$0.00	\$0.00
Drug Testing Total Cost					\$850.28

Drug Testing (Random)

Positions	Projected # Randoms	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
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Safety	0	\$31.53	\$39.33	\$0.00	\$0.00
Alcohol	0	\$46.99	\$39.33	\$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	\$262.50	\$110.00	\$0.00	\$0.00
Physical Ability Testing (10 per session)	0	\$682.50	\$110.00	\$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	\$367.50	\$110.00	\$0.00	\$0.00
Shy Bladder Exam	0	\$682.50	\$110.00	\$0.00	\$0.00
Mental Health Assessment	0	\$577.50	\$110.00	\$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	\$16.50	\$0.00	\$0.00
Sex Offender Registry Check	0	\$5.25	\$11.00	\$0.00	\$0.00
Motor Vehicle Record Check	0	\$15.75	\$11.00	\$0.00	\$0.00
Additional Suitability Services Total Cost					\$0.00
Grand Total					\$11,540.22



MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES

AND

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2025

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department on Disability Services (“DDS” or “Buyer”) and the District of Columbia Department of Human Resources (“DCHR” or “Seller”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The objective of this MOU is to allow DCHR to provide DDS with executive level learning and development opportunities for DDS’s senior-level employees (“Senior-Level Employees”) and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level Employees, hereafter referred to as the “Executive Leadership Program.” The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services that will be rendered to DDS in FY2025.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

In pursuit of the described objectives, DCHR shall:

1. Provide and/or procure instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program for Senior-Level Employees; and
2. Upon completion of the Executive Leadership Program, update the records for participating employees to reflect the completed training programs that each employee attended.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the above services, DDS shall:

1. Reimburse DCHR for all costs associated with instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program; and
2. Provide DCHR, or ensure DDS employees provide DCHR, all documentation reasonably necessary to carry out its responsibilities under this MOU.

V. DURATION OF THIS MOU

The period of this MOU shall be from October 17, 2024, through June 25, 2025, unless terminated in accordance with Section XI prior to the expiration.

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 thirteen thousand one hundred thirty-one dollars and fifteen cents (\$13,131.15) for Fiscal Year 2025. The total cost of the goods and services is determined by multiplying the cost of the learning and development program (\$13,131.15) by the number of participants (one) from DDS. Funding for goods and services shall not exceed the actual cost of the goods and/or services that will be provided under this MOU.

B. PAYMENT

1. Within ten (10) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly

charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU:

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICIENCY CONSIDERATIONS

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

VII. AMENDMENTS

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

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

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

X. RECORDS AND REPORTS

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

XI. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

T. Jared Morris
Chief of Staff
District of Columbia Department on Disability Services
250 E Street, SW, 6th Floor
Washington, DC 20024
(202) 730-1548

Seller Agency

Darnella Adams
Management Analyst & Agency Receiver
Center for Learning & Development
District of Columbia Department of Human Resources
1015 Half Street SE, 9th Floor
Washington, DC 20001
(202) 442-9731

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Chief Learning Officer at DCIIR and the Chief of Staff at DDS for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DCHR 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:

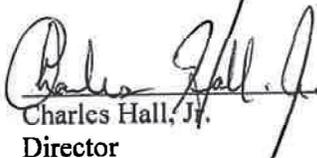
DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director

12/13/24
Date

DEPARTMENT OF HUMAN RESOURCES



Charles Hall, Jr.
Director

1/27/2025
Date

**ADDENDUM NO. 1 AND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES,
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC LIBRARY**

This serves as Addendum No. 1 to the Memorandum of Understanding (“MOU”) between the District of Columbia Department on Disability Services, and its Rehabilitation Services Administration, the buyer agency (“DDS/RSA” or “Buyer”), and District of Columbia Public Library, the seller agency (“DCPL” or “Seller”), collectively referred to in this Addendum as the “Parties”. This MOU was initially executed by the Parties on October 24, 2023, to be effective through September 30, 2024, allowing for an additional four one-year option periods. This Addendum No. 1 and Amendment is developed in accordance with Sections V.B. and VII to exercise a one-year option period and amend the MOU to include funding for FY 2025 and change the notice provision as follows:

1. Section IV (SCOPE OF SERVICES) is modified by amending Subsection B (Responsibilities of Buyer (DDS/RSA)), paragraphs 1 and 8 to read as follows:

1. Ensure funds availability no later than November 20, 2023, in FY 2024, and no later than November 20, 2024, in FY 2025.
8. DDS/RSA will pay the licensing fee to make the NFB-Newsline service available to DCPL for FY 2024, and FY 2025.

2. Section V (DURATION OF MOU) is modified by amending Subsection A to include a second sentence to read as follows: “This period of this MOU is extended from October 1, 2024, through September 30, 2025, unless early terminated pursuant to Section XI of this MOU.”

3. Section VI (FUNDING PROVISIONS) is modified by amending Subsection A (COST OF SERVICES) to include a third sentence to read as follows: “The total cost to the Buyer Agency for the goods and/or services provided under this MOU under Addendum No. 1 and Amendment shall not exceed \$17,300.00 for Fiscal Year 2025.” Section VI (FUNDING PROVISIONS) is further modified by amending Subsection B (PAYMENT), paragraph 1 to include at the beginning of the first sentence the phrase “By October 1, 2024, and by”.

4. Section XII (NOTICE) is amended to update the contact name for the Department on Disability Services as follows:

DDS/RSA:

Andrew Reese, Director
Department on Disability Services
250 E Street SW
Washington, D.C. 20024
E-mail: andrew.reese@dc.gov
Phone: (202) 730-1607

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

**DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION**



Andrew P. Reese
Director
Department on Disability Services

February 20, 2025

Date

DISTRICT OF COLUMBIA PUBLIC LIBRARY



Richard Reyes-Gavilan
Executive Director
DC Public Library

January 15, 2025

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE**

(Term: October 1, 2024 – September 30, 2025)

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”), 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, 2024, through September 30, 2025, 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 two, one-year option periods for IDD HCBS waiver years 4 (FY 2026) and 5 (FY 2027). Waiver years 3 through 5 run from October 1, 2024, 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 \$100,960,676.30 for Fiscal Year 2025. 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 subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

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:

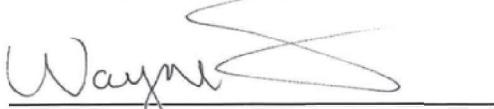


Andrew P. Reese
Director

10/9/24

Date

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne R. Turnage
Director

7/28/2025

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2024 – September 30, 2025)**

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 Support (“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, 2024, through September 30, 2025, 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 five, one-year option periods to the extent of a five-year renewal for IFS HCBS waiver years 1 through 5 (FYs 2026 to 30). Renewed IFS HCBs waiver years 1 through 5 are anticipated to run from October 1, 2025, through September 30, 2030, 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 \$641,606.00 for Fiscal Year 2025. 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.

VI. 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

10/9/24

Date

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne R. Turnage
Director

06/25/2025

Date

**ADDENDUM NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
(Term: October 1, 2024 - September 30, 2025)**

This serves as Addendum No. 1 to the Memorandum of Understanding ("MOU") 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." The MOU was initially executed by the Parties on December 12, 2023. The initial period for the MOU was from December 12, 2023, through September 30, 2024. The MOU allows the Parties to extend the period of the MOU by exercising four (4) one-year option periods.

This Addendum No. 1 is developed in accordance with Section V.B of the MOU to exercise the first-year option to continue DDS/RSA's partnership with DLCP to provide funding each fiscal year ("FY") for business licensing services to individuals who are blind or visually impaired, as authorized under Chapter 1, Part B and Chapter 2 of Title VII of the Rehabilitation Act of 1973, as amended. The individuals who benefit from these services are part of the Randolph Sheppard Vending Facilities Program (RSVFP), which is a vocational rehabilitation program in the DDS/RSA. Pursuant to Section VII of the MOU, the Parties modify the following sections of the MOU as follows:

1. Section V (DURATION OF MOU) is modified by adding Subsection C to read as follows:
 - C. The Parties jointly elect to exercise the first one-year option to extend the funding period for the MOU from the date that this Addendum No. 1 has been fully executed by the Parties through September 30, 2025, unless terminated pursuant to Section XI of this MOU.
2. Section VI (FUNDING PROVISIONS) is modified by amending Subsection A to read as follows:
 - A. COST OF SERVICES
 - i. INITIAL COST: 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.

- ii. **FIRST ONE-YEAR OPTION COST:** 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 2025. 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.

3. Section XII (NOTICE), is modified to read as follows:

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

DDS/RSA:

Andrew P. Reese
Director, Department on Disability Services
250 E Street, SW
Washington, DC 20024
Telephone: (202) 730-1607
Andrew.Reese@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

IN WITNESS WHEREOF, the Parties hereto have executed this MOU Addendum No. 1 as follows:

DEPARTMENT ON DISABILITY SERVICES (BUYER):



Andrew P. Reese, Director
Department on Disability Services

April 8, 2025

Date

DEPARTMENT OF LICENSING AND CONSUMER PROTECTION (SELLER):



Tiffany Crowe, Director
Department of Licensing and Consumer Protection

05/13/2025

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
DEPARTMENT OF EMPLOYMENT SERVICES
FOR FISCAL YEAR 2025**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department on Disability Services, Rehabilitation Services Administration (DDS/RSA) (“Buyer Agency”) and the Department of Employment Services Office of Youth Programs (DOES/OYP) (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act (“WIOA”). This Act imposed a requirement on vocational rehabilitation (“VR”) agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

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 Individualized Education Plan (“IEP”) or 504 plan, enrolled in an educational program, who may need such services. 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 (“WBLEs”), 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.

WIOA requires DDS/RSA to reserve 15% of its federal budget to be allocated to the provision of Pre-ETS for students with disabilities. Among the five required Pre-ETS are WBLEs, which may include in-school or after-school opportunities, experience outside the traditional school setting (including internships), and job sampling experiences that are provided in an integrated environment, to the maximum extent possible.

A “student with a disability” means, in general, an individual with a disability in a secondary, postsecondary, or other recognized education program who:

1. Is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C. § 1414(d)(1)(A)(i)(VIII)); or
2. If the State involved elects to use a lower minimum age for receipt of pre-employment transition services under this Act,
 - a. is not younger than that minimum age; and
 - b. Is not older than 22 years of age; or
3. If the State law provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*),
 - a. is not older than that maximum age; and
 - b. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411 *et seq.*); or
4. Is a student who is an individual with a disability, for purposes of section 504 of the Rehabilitation Act of 1973. See 29 U.S.C. § 705(37).

In the District of Columbia, a student between the ages of 14 and 22, who has a current Individualized Education Plan (“IEP”) or 504 Plan would meet the definition of “student with a disability,” who is eligible for transition services, including Pre-ETS, provided by DDS/RSA (5 DCMR §§ 5A 3000 *et seq.*).

DDS/RSA works with the District of Columbia Public Schools (“DCPS”) and Public Charter Schools to plan for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. As such, DCPS and Public Charter Schools

coordinate with DDS/RSA, to administer WBLE programs for students with disabilities who are eligible or potentially eligible for VR services.

DOES/OYP develops and administers workforce development programs for District youth ages 9-24. DOES/OYP strives to provide District youth with opportunities to earn money and gain meaningful work experiences through subsidized placements in the private and government sectors. Through its employment and training programs, DOES/OYP disburses a training wage for hours worked to youth participants using the U.S. Bank Focus card payroll system. The U.S. Bank Focus Card is a secure prepaid debit card that is used as an alternative to receiving paper checks for wages earned.

DOES/OYP and DDS/RSA are WIOA core program partners, with WIOA performance accountability measures and reporting mandates.

IV. SCOPE OF SERVICES

This MOU sets forth the terms and conditions under which DDS/RSA will transfer funds to DOES/OYP for the purpose of paying student training wages via the U.S. Bank Focus card payroll system. The objective is to support student with disabilities employment and training programs that enhance skills and provide valuable work experience. Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purpose of this MOU expeditiously and economically, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

1. DOES shall utilize the transferred funds solely for the purpose of paying training wages to DCPS and Public Charter School students with disabilities.
2. Provide payroll services for up to all verified eligible DCPS and Public Charter School students participating in WBLEs, in accordance with the chart in section VI(A). Payroll services will include payment of wages via US Bank debit card and earnings statements.
3. Provide Internal Revenue Service (“IRS”) and DC tax withholding and reporting services for the Participants in accordance with applicable laws and regulations.
4. DOES shall maintain accurate records of wage disbursements and provide quarterly reports to DDS/RSA to include the following information:
 - a. Total number of hours for which wages were disbursed to verified eligible students; and

- b. Total amount of wages paid to verified eligible students participating DCPS and Public Charter School WBLE programs.
5. DOES shall use personally identifiable information (PII) solely for providing an institutional service or function on behalf of DDS/RSA.
6. DOES shall notify DDS/RSA in writing of any funding deficits within five (5) days of discovery of said deficit.
7. DOES shall provide reconciliations explaining the total amount of hours worked by and the funds paid to verified eligible students in DCPS and Public Charter School WBLE programs against the Intra-District advances upon request and upon expiration or termination of this MOU.

B. RESPONSIBILITIES OF BUYER AGENCY

1. DDS/RSA shall transfer \$344,100.00 (Three Hundred Forty-Four Thousand One Hundred dollars and Zero cents) to DOES/OYP to cover the full cost of WBLE training wages for verified eligible students with disabilities ages 14-22 in accordance with the terms of this MOU.
2. DDS/RSA shall provide DOES/OYP with a list of verified eligible DCPS and Public Charter School students who are participating in WBLE programs two (2) weeks prior to the start date of their internship program, in accordance with the chart in Section VI.A of this MOU and Attachment A, and detailed program information. The list of students and program information shall include the following:
 - i. Students name, age, and date of birth
 - ii. Social Security number
 - iii. WBLE program name
 - iv. Worksite location
 - v. Program duration
 - vi. Site Supervisor
 - vii. Timekeepers contact information
3. Wages are funded by DDS/RSA.
4. Provide a report to DOES detailing attendance by hours worked, on a per-participant basis, and any discrepancies between Participant timecards and actual hours worked.

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, 2025, unless early terminated pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$344,100.00 for Fiscal Year 2025. The total cost of the goods and/or services is based on the Buyer and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, based on the actual number of \$344,100.00 at the rates provided in the budget attached as Attachment A.

B. PAYMENT

1. Within seven (7) 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, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable, 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 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency (DDS/RSA)

Willina L. Robson

Program Manager, Department on Disability Services Rehabilitation Services Administration

250 E Street SW, Washington DC 20024

Email: Willina.Robson@dc.gov

Telephone: (202) 870-9778

Seller Agency (DOES)

Victor Robertson

Chief Strategy Officer, Office of Education and Workforce Innovation

Department of Employment Services

4058 Minnesota Ave. NE, Washington DC 20029

Email: Victor.Robertson@dc.gov

Telephone: (202) 841-8765

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Willina L. Robson the Buyer Agency representative and Victor Robertson Seller Agency representative for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the Department on Disability Services and Department of Employment Services 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.

This MOU requires the Parties to share personally identifiable information (PII) or confidential information regarding the students served. DDS/RSA is required to obtain information regarding the students' current special education status (i.e., whether the student has a current IEP / 504 Plan). Under FERPA's audit or evaluation exception, the disclosure of PII from education records for WIOA performance accountability purposes is permitted. This MOU requires that all DOES/OYP personnel receiving PII under this MOU only use such information for the purpose of providing an institutional service or function on behalf of DDS/RSA.

There is no federal requirement that a state workforce agency obtain informed written consent from the individual prior to releasing personal information for purposes directly related to the administration of the state workforce agency, or for audit, evaluation, or research purposes when the audit, evaluation, or research are conducted only for purposes directly connected with the administration of the state workforce agency or for purposes that would significantly improve the quality of life for applicants and recipients of services and only if done in accordance with a written agreement.

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

For the Department on Disability Services:

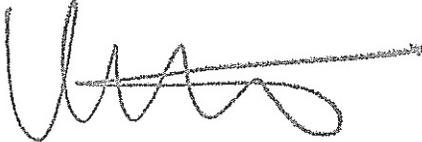


Andrew P. Reese
Director, DDS

March 6, 2025

Date

For the Department of Employment Services:



Dr. Unique Morris-Hughes
Director, DOES

3/11/2025

Date

Attachment A

Funding for the verified eligible student wages shall not exceed the actual cost of the verified eligible student wages. The estimate for the cost of this MOU is based upon the anticipated wage earnings that will be accrued by WBLE participants during Fiscal Year 2025.

Cost of MOU (By WBLE Program)

WBLE Program	Start Date	End Date	Approximate number of Students	Hours/Week	# of Weeks	Total Program Hours	WAGE Rate	Cost
Public Charter School Internship Program	April	June	150	10	8	12000	\$9.00	\$108,000.00
Project SEARCH - 3rd Rotation	April	June	12	25	10	3000	\$17.50	\$52,500.00
River Terrace WDC	April	June	45	15	10	6750	\$9.00	\$60,750.00
River Terrace PSTEP	April	June	45	5	10	2250	\$9.00	\$20,250.00
Non-Public WBL Program	April	June	60	5	8	2400	\$9.00	\$21,600.00
DCPS GE (Community)	April	June	36	10	10	3600	\$9.00	\$32,400.00
DCPS GE (In-School)	April	June	36	5	10	1800	\$9.00	\$16,200.00
CEO Program	April	June	30	4	10	1200	\$9.00	\$10,800.00
CEO Summer	July	August	30	20	4	2400	\$9.00	\$21,600.00
			Approximate # of Students				Total Projection	\$344,100.00
			444					

These funds will be paid to DOES/OYP from DDS/RSA's Fiscal Year 2025 funds that are reserved for provision of Pre-ETS or General VR funds as appropriate.

**MODIFICATION NO. 2 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2025**

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, 2024 through September 30, 2025.
- 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 \$560,641.46 for Fiscal Year 2025.

PERSONNEL SERVICES

Job title(s): One (1) CS-11\2, one (1) CS-12\2, one (1) CS-13\8 and one (1) MSS-15\0 FTEs

<u>Position</u>	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>
CS-11\2	\$77,761.59	\$17,029.79	\$94,791.38
CS-12\2	\$96,419.66	\$21,115.90	\$117,535.56
CS-13\8	\$130,717.00	\$28,627.02	\$159,344.02
MSS-15\0	\$155,020.91	\$33,949.58	\$188,970.49

TOTAL PERSONNEL SERVICES: \$560,641.46

- 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: 12/13/24

OFFICE OF CONTRACTING AND PROCUREMENT



Nancy Hapeman
Director

Date: 12/16/2024

DDS FY26 MOUs							
Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY26	\$447,686	DACL	AMP	Office Space for DACL Employees	Thomas Morris	Seller	30-Sep-26
FY26	811,595.00	DHCF	QAPMA	ARPA	Shasta Brown	Seller	31-Jan-26
FY26	\$569,524	OCP	AMP	Procurement Reform for FY26	Thomas Morris	Buyer	30-Sep-26
FY26	\$119,024,424	DHCF	DDA	IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-26
FY26	\$775,560	DHCF	DDA	IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-26
FY26	\$432,000	DOES (OYP)	RSA	Work-Based Learning (Pre-ETS)	Shannon Austin	Buyer	30-Sep-26

**ADDENDUM NO. 4 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
FOR IMPLEMENTATION OF SECTION 9817 OF
THE AMERICAN RESCUE PLAN ACT
(Term: October 1, 2025 – January 31, 2026)**

This serves as Addendum No. 4 to the Memorandum of Understanding (“MOU”) between the Department of Health Care Finance (“DHCF” or “Buyer Agency”) and the Department on Disability Services (“DDS” or “Seller Agency”), collectively referred to herein as the “Parties”.

The MOU was initially executed by the Parties on September 23, 2022, to be effective from October 1, 2021, through September 30, 2022, allowing for option periods “that may not extend beyond September 30, 2025, by which date all funds authorized under this MOU must have been spent”. The Parties executed Addendum No. 1 on September 26, 2023, to exercise the one-year option period from October 1, 2022, to September 30, 2023; Addendum No. 2, on May 16, 2024, the one-year option period from October 1, 2023, to September 30, 2024; and Addendum No. 3, on June 11, 2025, to exercise an option period from October 1, 2024, to March 31, 2025. This Addendum No. 4 is developed in accordance with Section V.B. as modified below to exercise an option period from October 1, 2025, to January 31, 2026, to continue DDS’s partnership with DHCF to provide funding each fiscal year (“FY”) to implement the provision of services through projects authorized under Section 9817 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2; 135 Stat. 4) and approved on May 3, 2022, within the ARPA § 9817 District of Columbia Narrative and Spending Plan.

Pursuant to Section VII (AMENDMENTS AND MODIFICATIONS) of the MOU, the Parties modify the following two sections of the MOU as stated below:

1. Section V (DURATION OF MOU) is modified by amending Subsections A (Period) and B (Extension) to read as follows:

A. PERIOD

The funding period of this MOU shall be from October 1, 2025, through January 31, 2026, 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 the exercising of one-year option periods. The option periods may consist of an additional year, a fraction thereof, or one or multiple successive fractions of a year, except that an extension may not extend beyond January 31, 2026, by which date all funds authorized

under this MOU must have been spent. The exercise of an option is subject to changing legal standards for ARPA funds, need for an extension, and the availability of funds at the time of the exercise of the option.

2. Section VI (FUNDING PROVISIONS), Subsection A (COST OF SERVICES), is modified to read as follows:

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$811,595.00 for Fiscal Year 2026. The total cost of the goods and/or services is based on the Buyer Agency's and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU in Fiscal Year 2026 for the following ARPA initiative:

- A. DD Expansion (expenditures through 12/31/2025)
 - a. Supervisory Eligibility Service Coordinator: \$42,394.00
 - b. Eligibility Service Coordinator: 1: \$37,248.00
 - c. Eligibility Service Coordinator: 2: \$23,867.00
 - d. Community Liaison Specialist: \$41,082.00
 - e. Psychologist: \$1,202.00
- B. Housing Coordinator: \$31,710.00 (expenditures through 12/31/2025)
- C. Telehealth: \$137,385.00 (expenditures through 12/31/2025)
- D. Enabling Technology: \$456,100.00 (expenditures through 1/31/2026)
- E. IFS Waiver/Participant-Directed Services: (expenditures through 12/31/2025)
 - a. Program Coordinator: \$40,607.00

IN WITNESS WHEREOF, the Parties hereto have executed this MOU Addendum No. 4 as follows:

DEPARTMENT OF HEALTH CARE FINANCE:



Wayne Turnage
Director

01/15/2026

Date

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

January 14, 2026

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 2026**

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 a total of 9,434 square feet of space, including one (1) office and 43 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 its 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 retroactively effective to October 1, 2025 (the “effective date”) through September 30, 2026, unless early terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total Fiscal Year 2026 cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$447,686.00**, i.e., 9,434 square feet multiplied by \$47.00 per square foot for the use of office space, and \$4,288.00 for the use of postage, copiers and printers. 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
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov

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

Date

DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director

December 10, 2025

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2025 – September 30, 2026)**

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”), 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 for People 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 IDDS 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, 2025, through September 30, 2026, 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 term of this MOU by exercising a maximum of one, one-year option periods for IDD HCBS waiver year 5 (FY 2027). Waiver years 4 and 5 run from October 1, 2025, 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 **\$119,024,424.30 for Fiscal Year 2026**. 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-DEFICIENCY CONSIDERATIONS

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

VII. AMENDMENTS

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

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

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

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, and policies.

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

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

December 10, 2025

Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2025 . September 30, 2026)**

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 for Individual and Family Support (“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, 2025, through September 30, 2026, 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 four, one-year option periods for IFS HCBS waiver years 2 through 5 (FYs 2026 to 2030). Waiver years 2 through 5 run from October 1, 2026, through September 30, 2030, 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.

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 \$775,560.00 for Fiscal Year 2026. 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-DEFICIENCY CONSIDERATIONS

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

VII. AMENDMENTS

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

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

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

X. RECORDS AND REPORTS

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

XI. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving 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 for 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, and policies.

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

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

December 10, 2025

Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
DEPARTMENT OF EMPLOYMENT SERVICES
FOR FISCAL YEAR 2026**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department on Disability Services, Rehabilitation Services Administration (DDS/RSA) (“Buyer Agency”) and the Department of Employment Services Office of Youth Programs (DOES/OYP) (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act (“WIOA”). This Act imposed a requirement on vocational rehabilitation (“VR”) agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

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 Individualized Education Plan (“IEP”) or 504 plan, enrolled in an educational program, who may need such services. 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 (“WBLEs”), 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.

WIOA requires DDS/RSA to reserve 15% of its federal budget to be allocated to the provision of Pre-ETS for students with disabilities. Among the five required Pre-ETS are WBLEs, which may include in-school or after-school opportunities, experience outside the traditional school setting (including internships), and job sampling experiences that are provided in an integrated environment, to the maximum extent possible.

A “student with a disability” means, in general, an individual with a disability in a secondary, postsecondary, or other recognized education program who:

1. Is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C. § 1414(d)(1)(A)(i)(VIII)); or
2. If the State involved elects to use a lower minimum age for receipt of pre-employment transition services under this Act,
 - a. is not younger than that minimum age; and
 - b. Is not older than 21 years of age; or
3. If the State law provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*),
 - a. is not older than that maximum age; and
 - b. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411 *et seq.*); or
4. Is a student who is an individual with a disability, for purposes of 29 U.S.C. § 794.

In the District of Columbia, a student between the ages of 14 and 22, who has a current Individualized Education Plan (“IEP”) or 504 Plan would meet the definition of “student with a disability,” who is eligible for transition services, including Pre-ETS, provided by DDS/RSA (5 DCMR §§ 5A 3000 *et seq.*).

DDS/RSA works with the District of Columbia Public Schools (“DCPS”) and District of Columbia (D.C.) Public Charter Schools to plan for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. As such, DCPS and D.C. Public Charter Schools

coordinate with DDS/RSA, to administer WBLE programs for students with disabilities who are eligible or potentially eligible for VR services.

DOES/OYP develops and administers workforce development programs for District youth ages 9-24. DOES/OYP strives to provide District youth with opportunities to earn money and gain meaningful work experiences through subsidized placements in the private and government sectors. Through its employment and training programs, DOES/OYP disburses a training wage for hours worked to youth participants using the U.S. Bank Focus card payroll system. The U.S. Bank Focus Card is a secure prepaid debit card that is used as an alternative to receiving paper checks for wages earned.

DOES/OYP and DDS/RSA are WIOA core program partners, with WIOA performance accountability measures and reporting mandates.

IV. SCOPE OF SERVICES

This MOU sets forth the terms and conditions under which DDS/RSA will transfer funds to DOES/OYP for the purpose of paying student training wages via the U.S. Bank Focus card payroll system. The objective is to support student with disabilities employment and training programs that enhance skills and provide valuable work experience. Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purpose of this MOU expeditiously and economically, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

1. DOES shall utilize the transferred funds solely for the purpose of paying training wages to DCPS and D.C. Public Charter School students with disabilities.
2. Provide payroll services for up to all verified eligible DCPS and D.C. Public Charter School students participating in WBLEs, in accordance with the chart in section VI(A). Payroll services will include payment of wages via US Bank debit card and earnings statements.
3. Provide Internal Revenue Service (“IRS”) and DC tax withholding and reporting services for the Participants in accordance with applicable laws and regulations.
4. DOES shall maintain accurate records of wage disbursements and provide quarterly reports to DDS/RSA to include the following information:
 - a. Total number of hours for which wages were disbursed to verified eligible students; and

- b. Total amount of wages paid to verified eligible students participating DCPS and D.C. Public Charter School WBLE programs.
- 5. DOES shall use personally identifiable information (PII) solely for providing an institutional service or function on behalf of DDS/RSA.
- 6. DOES shall notify DDS/RSA in writing of any funding deficits within five (5) days of discovery of said deficit.
- 7. DOES shall provide reconciliations explaining the total amount of hours worked by and the funds paid to verified eligible students in DCPS and D.C. Public Charter School WBLE programs against the Intra-District advances upon request and upon expiration or termination of this MOU.
- 8. High School Internship Program (HSIP) Recruitment Schedule Coordination
 - a. DOES shall provide, in advance, a recruitment schedule indicating the specific window during which the HSIP application will be open exclusively for DDS/RSA WBLE program participants.
 - b. DOES shall collaborate with DDS/RSA to establish a mutually agreed-upon timetable for the HSIP application window, ensuring WBLE participants have sufficient time to complete the application process.
 - c. DOES shall ensure that a timetable is made available for both the Fall and Spring semesters, allowing DDS/RSA WBLE participants to plan and complete their HSIP applications accordingly.

B. RESPONSIBILITIES OF BUYER AGENCY

- 1. DDS/RSA shall transfer \$432,000.00 (Four hundred thirty-two thousand dollars and Zero cents) to DOES/OYP to cover the full cost of WBLE training wages for verified eligible students with disabilities ages 14-22 in accordance with the terms of this MOU.
- 2. DDS/RSA shall provide DOES/OYP with a list of verified eligible DCPS and D.C. Public Charter School students who are participating in WBLE programs two (2) weeks prior to the start date of their internship program, in accordance with Section VI.A of this MOU and the chart in Attachment A of this MOU, and detailed program information. The list of students and program information shall include the following:
 - i. Students name, age, and date of birth
 - ii. Social Security number
 - iii. WBLE program name
 - iv. Worksite location
 - v. Program duration
 - vi. Site Supervisor
 - vii. Timekeepers contact information
- 3. Wages are funded by DDS/RSA.
- 4. Provide a report to DOES detailing attendance by hours worked, on a per-participant basis, and any discrepancies between Participant timecards and actual hours worked.
- 5. High School Internship Program (HSIP) Recruitment Schedule

Coordination

- a. DDS/RSA shall collaborate with DOES to establish a recruitment timeline that enables students with disabilities to complete the HSIP application in a timely manner.
- b. DDS/RSA shall work in coordination with DOES to promote the HSIP application and distribute recruitment materials to eligible WBLE program participants.

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, 2026, unless early terminated pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$432,000.00 for Fiscal Year 2026. The total cost of the goods and/or services is based on the Buyer and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, based on the actual number of \$432,000.00 at the rates provided in the budget attached as Attachment A of this MOU.

B. PAYMENT

1. Within seven (7) 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, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable, 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 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency (DDS/RSA)

Willina L. Robson

Program Manager, Department on Disability Services Rehabilitation Services Administration

250 E Street SW, Washington DC 20024

Email: Willina.Robson@dc.gov

Telephone: (202) 870-9778

Seller Agency (DOES)

Victor Robertson

Chief Strategy Officer, Office of Education and Workforce Innovation

Department of Employment Services

4058 Minnesota Ave. NE, Washington DC 20029

Email: Victor.Robertson@dc.gov

Telephone: (202) 841-8765

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Willina L. Robson, the Buyer Agency representative, and Victor Robertson, the Seller Agency representative, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the Department on Disability Services and Department of Employment Services 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.

This MOU requires the Parties to share personally identifiable information (PII) or confidential information regarding the students served. DDS/RSA is required to obtain information regarding the students' current special education status (i.e., whether the student has a current IEP / 504 Plan). Under FERPA's audit or evaluation exception (34 C.F.R. § 99.32), the disclosure of PII from education records for WIOA performance accountability purposes is permitted. This MOU requires that all DOES/OYP personnel receiving PII under this MOU only use such information for the purpose of providing an institutional service or function on behalf of DDS/RSA.

There is no federal requirement that a state workforce agency obtain informed written consent from the individual prior to releasing personal information for purposes directly related to the administration of the state workforce agency, or for audit, evaluation, or research purposes when the audit, evaluation, or research are conducted only for purposes directly connected with the administration of the state workforce agency or for purposes that would significantly improve the quality of life for applicants and recipients of

services and only if done in accordance with a written agreement.

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

For the Department on Disability Services:

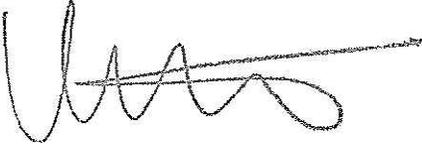


Andrew P. Reese
Director, DDS

10/7/2025

Date

For the Department of Employment Services:



Dr. Unique Morris-Hughes
Director, DOES

9.30.25

Date

Attachment A

Funding for the verified eligible student wages shall not exceed the actual cost of the verified eligible student wages. The estimate for the cost of this MOU is based upon the anticipated wage earnings that will be accrued by WBLE participants during Fiscal Year 2026.

Cost of MOU (By WBLE Program)

FY 2026 WBLE Program	Start Date	End Date	# of Student	Max Hours Per Week	# of Weeks	Total Program Hours	Wage Rate	Cost
PCS Internship Program	October	June	300	10	8	24000	\$ 9.00	\$ 216,000.00
Non-Public WBL Program	October	June	100	5	8	4000	\$ 9.00	\$ 36,000.00
DCPS Internship Program	October	June	200	10	10	20000	\$ 9.00	\$ 180,000.00
Project Search - 3rd Rotation	March	June	12	25	12	3600	\$17.95	\$ 64,620.00
Approximate # of Students			612			Total Projection		\$ 432,000.00

These funds will be paid to DOES/OYP from DDS/RSA's Fiscal Year 2025 funds that are reserved for provision of Pre-ETS or General VR funds as appropriate.

**MODIFICATION NO. 3 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2026**

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, 2025, through September 30, 2026.
- 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 \$569,523.60 for Fiscal Year 2026.

PERSONNEL SERVICES

Job title(s)—One (1) CS-11\3, one (1) CS-12\3, one (1) CS-13\8 and one (1) MSS-15\0 FTEs

<u>Position</u>	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>
CS-11\3	\$80,146.74	\$17,712.43	\$97,859.17
CS-12\3	\$99,271.37	\$21,938.97	\$121,210.34
CS-13\8	\$132,001.28	\$29,172.28	\$161,173.56
MSS-15\0	\$155,020.91	\$33,949.58	\$188,970.49
Total	\$466,440.30	\$103,083.30	\$569,523.60

TOTAL PERSONNEL SERVICES: \$569,523.60

- 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: November 14, 2025

OFFICE OF CONTRACTING AND PROCUREMENT



Nancy Hapeman
Director

Date: 11/14/2025

DDS MOA's					
Agreeing School	DDS Agreeing Program	Service (Per MOA Doc)	Person Responsible	Expiration	Comments/Status
E. L. Haynes Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Academy of Hope Adult Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Paul Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Washington Latin Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
YouthBuild DC	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Kingsman Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Basis Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
LAYC Career Academy	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Thurgood Marshall	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Maya Angelou	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Capital City Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
DC International Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
FRIENDSHIP COLLEGIATE PUBLIC CHARTER SCHOOL	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
St. Colletta Special Education Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
Girls Global Academy Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	
The SEED Public Charter School	RSA	Transition Services	Willina Robson/Andrew Reese	Ongoing (Continued Until Terminated)	

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES | REHABILITATION SERVICES
ADMINISTRATION
AND
E.L. HAYNES PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between E.L. Haynes Public Charter School (“E.L. Haynes”) and the Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), collectively referred to herein as the “Parties,” for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 to 21) with disabilities from secondary school to the achievement of their desired post-school outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

E.L. Haynes is the local education agency responsible for ensuring that a free appropriate public education (“FAPE”) is made available to eligible students pursuant to the Individuals with Disabilities Education Act (20 U.S.C. § 1412(a)(1)). RSA is the administration within the Department on Disability Services responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended, 20 U.S.C. § 701, *et seq.*

In July 2014, Congress passed and the President signed into law the Workforce Innovation and Opportunity Act (“WIOA”). This Act imposed a requirement on vocational rehabilitation (“VR”) agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that E.L. Haynes in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible

for VR services (students with an IEP or 504 plans). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.

- C. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary supports to transition successfully from secondary school to postsecondary activities, including but not limited to vocational training, postsecondary education, and employment.
- D. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.
- E. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have choice in the development of the Individualized Plan for Employment ("IPE"). The IPE is administered by DDS/RSA and must be signed and dated by the student and/or the student's representative, and an RSA Vocational Rehabilitation ("VR") Specialist in accordance with applicable federal and state regulations. This must occur within 90 days from the date of eligibility determination and prior to exit from secondary school.
- F. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities.

The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with

disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

- a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The limitations from the impairment constitute a substantial impediment to employment;
 - c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain or advance in gainful employment; and
 - d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
2. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 CFR § 361.48 (b), State Vocational Rehabilitation Services Program:
- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.
 - e. In accordance with the definition in § 361.5(c)(39), physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated State unit (such as through health insurance or a comparable service or benefit as defined in § 361.5(c)(10)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or