

members of the youth's team. The plan includes information about connecting a youth to adult services and supports.

III. APPLICABLE LAWS

- A. **Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978 (D.C. Law 2-137 as amended)**: The local law that sets forth the procedural and substantive rights of people with intellectual disability. (D.C. Official Code § 7-1301.01 *et seq.* (2018 Repl. & 2020 Supp.)).
- B. **Prevention of Child Abuse and Neglect Act of 1977 (D.C. Law 2-22)**: The local law that establishes the reporting and investigation requirements of child abuse and neglect cases, the duties and responsibilities of the Child Protection Services Division and the Child Protection Register. (D.C. Official Code § 4-1301.01 *et seq.* (2019 Repl.)).
- C. **Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277)**: The local law that establishes the duties and responsibilities of the Child and Family Services Agency. (D.C. Official Code § 4-1303.01a *et seq.* (2019 Repl.)).
- D. **Adoption Assistance and Child Welfare Act of 1980 (Pub. L. 96-272)**: The federal law establishing the Title IV-E Foster Care Program.
- E. **Department on Disabilities Services Establishment Act of 2006 (D.C. Law 16-264)**: The local law that establishes the duties and responsibilities of the Department on Disability Services. (D.C. Official Code § 7-761.01 *et seq.* (2018 Repl. & 2020 Supp.)).
- F. **Data-Sharing and Information Coordination Amendment Act of 2010 (D.C. Law 18-273)**: The local law that allows District of Columbia agencies and departments to disclose health and human services information to other District of Columbia agencies and departments without prior consent for specific purposes, provided that the use is not specifically prohibited under District of federal law. (D.C. Official Code § 7-241 *et seq.* (2018 Repl. & 2020 Supp.)).
- G. **Rehabilitation Act of 1973 (Pub. L. 93-112, Sept. 26, 1973, 87 Stat. 355)**: The federal law and applicable regulations that set forth procedural and substantive rights for the designated state agency (DDS/RSA) to provide vocational rehabilitation and other employment services to eligible persons with physical or mental impairments.
- H. **Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113-128, July 22, 2014, H.R. 803)**: The federal law and applicable regulations that set forth procedural and substantive rights for DDS/RSA to expand the vocational rehabilitation program to include pre-employment transition

services, available to students with disabilities, and youth transition services for out-of-school opportunity youth.

IV. JOINT RESPONSIBILITIES

- A. The parties will work together to implement the terms of this agreement.
- B. The parties will provide assistance to staff of the respective agencies in the identification of appropriate services and resources for eligible youth and families.
- C. The parties will share information, as needed, to determine if families are receiving services from either agency. Where families are eligible for services from both agencies, the parties will work together to coordinate services.
- D. The parties will work together to identify or develop services for parents with intellectual disabilities to assist in parenting skills or other supports.
- E. The parties will coordinate and provide cross-training for staff at both agencies as needed on: the terms of this agreement, services provided by both agencies, and the application processes for DDA and RSA services.
- F. The staff that manages client benefits for both parties will coordinate to ensure that eligible youth are receiving benefits, and/or referred for all adult entitlements and financial benefits such as Medicaid, SSI, and SSDI. Staff will ensure that all eligible youth are referred to the Department of Health Care Finance (DHCF) Medicaid waiver program system when the youth transitions from CFSA's care to adult services.

V. RESPONSIBILITIES OF THE CHILD AND FAMILY SERVICE AGENCY

- A. CFSA will designate an employee who is responsible for coordinating the requirements of this agreement.
- B. CFSA will remain responsible for case management services and resources for a youth in its care and custody who are or are likely eligible or potentially eligible for DDS funded services until the youth reaches 21 years of age, except where the parties determine that the youth would be better served transitioning to DDS prior to his or her 21st birthday.
- C. CFSA will submit referrals for youth who are eligible or potentially eligible for DDS/RSA services prior to the youth's 18th birthday and beginning at age 14.
- D. CFSA will submit referrals for any youth with a disability, 14 years old or older to DDS/RSA. Completed referrals will include all available evaluations related to the youth's disability including special education programs for the

in-school youth.

- E. For youth with a physical or sensory disability, other than an intellectual or developmental disability, CFSA will submit a referral to DDS/RSA for independent living services or vocational rehabilitation counseling services as appropriate.
- F. CFSA will provide space at CFSA's Office of Youth Empowerment for an DDS/RSA representative to be co-located with CFSA staff.
- G. CFSA will provide DDS/DDA liaison with information on youth, 18 years old or older, with intellectual disabilities who are likely to be found eligible for DDS/DDA services. This information will be provided quarterly.
- H. CFSA will ensure that a comprehensive psychological evaluation is completed prior to the youth's 18th birthday, based on one or more standardized intelligence tests and an acceptable scale/test of adaptive functioning, for all youth committed to CFSA's care who have an intellectual disability.
- I. CFSA will ensure that the pre-18-year-old psychological evaluation conducted for youth who have an intellectual disability will include an assessment of the youth's capacity to make decisions (e.g., medical consent, habilitation).
- J. For youth who have an intellectual disability and are likely to be found eligible for DDS/DDA services, CFSA will convene a team meeting (e.g., during the youth transitioning plan or case plan meetings) when the youth is 18 years old. The team will include a representative from DDS/DDA, and other relevant agencies (e.g., Department of Mental Health and District of Columbia Public Schools) to discuss and determine, as needed:
 - 1. Service needs and supports (including placement) for the youth;
 - 2. Whether additional evaluations are needed; and
 - 3. The timing of submitting an application to DDS/DDA (upon 18th birthday).

The team will reconvene as often as needed to address the youth's needs and will reconvene at least one year prior to transitioning from CFSA to DDA.

- K. CFSA will submit a complete referral/application package for a youth 18 years or older who has an intellectual disability to transition from CFSA to DDS services. The application will include all required documents for the intake package:
 - 1. Intake application;
 - 2. Proof of District residency (i.e., a current lease, current utility bill, or a statement from Social Security with the address, or award/commitment

- order from CFSA);
 - 3. Copy of the person's birth certificate or government issued I.D., such as a drivers or non-drivers I.D., a Supplemental Nutrition Assistance Program (SNAP) card etc.
 - 4. Copy of proof of health insurance (D.C. Medicaid or private coverage), if applicable.
 - 5. A pre-18-year-old psychological evaluation (including an accepted test of cognitive functioning and an accepted scale of adaptive behavior) and any other available psychological and educational testing; and
 - 6. Available medical records and/or information and a current social history; and
 - 7. Copy of the most recent Individualized Education Plan (IEP) for in-school youth.
 - 8. Signed application and release of information form.
- L. CFSA will notify DDS/DDA when a youth with an intellectual disability is likely to be emancipated before age 21 years.
 - M. CFSA will refer adult parents with intellectual disabilities to DDA for services and supports.
 - N. CFSA will refer youth with mental illness to mental health supports. If such services are rejected by the youth, this information will be shared with DDA.
 - O. CFSA will identify immigrant youth who may not qualify for adult SSI or SSDI.

VI. RESPONSIBILITIES OF THE DEVELOPMENTAL DISABILITIES ADMINISTRATION

- A. DDA will designate an employee who is responsible for coordinating the requirements of this agreement.
- B. DDA will participate in team meetings (transition or case planning meetings) for CFSA youth 18 years and older who have an intellectual disability and are eligible for DDA services.
 - 1. DDA will assist CFSA in identifying transition services and supports and determining the timing of transitioning the person from CFSA to DDA.
 - 2. DDA will confirm in writing whether the CFSA youth meet the eligibility criteria for DDA services within 45 calendar days.
- C. For youth who have been confirmed as eligible for DDA services, DDA will

continue to participate in youth transition plan or case plan meetings as often as needed to address the youth's needs and at least one year before the youth transitions from CFSA to DDA.

- D. DDA will initiate service planning and Individual Support Plan meetings at least 6 months prior to the age out of CFSA for youth who are determined to be eligible for DDA services.
- E. Prior to age 21 years, CFSA and DDA may agree to transfer responsibility for providing supports and services to the person to DDA, including placement. Such transfers may require an MOU of funding transfer, benefits, and service coordination responsibilities.
- F. DDA will notify CFSA of service planning meetings and DDA will attend team meetings held by CFSA, to review the eligible youth's case plan or youth transition plan and provide linkages to community resources.
- G. DDA will assume responsibility for case management services and resources for eligible individuals with intellectual disabilities who were in CFSA's care when the youth turns 21 years old.

VII. RESPONSIBILITIES OF THE REHABILITATION SERVICES ADMINISTRATION

- A. DDS/RSA will designate an employee staff member, who is responsible for coordinating the requirements of this agreement. In addition, RSA may assign a Vocational Rehabilitation Counselor (VRC) to CFSA's Office of Youth Empowerment. The assigned VRC will assist in providing transition services, including pre-employment transition services, for eligible students with disabilities.
- B. RSA will accept referrals from CFSA for youth with disabilities, 14 years old or older, and will assign an intake staff member from the Youth Transition Unit to process the referral. The assigned VRC will review the referral and required supplemental documentation to make an eligibility determination within 60 days of receipt of the referral and signed application for services.
- C. Eligible youth will be assigned a VRC from the Youth Transition unit to work with the youth and CFSA to develop an Individualized Plan for Employment (IPE).
- D. For youth with a physical or sensory disability, not eligible for DDA services, a referral will be made to RSA's Independent Living Services Program for assessment and referral to the necessary services to assist with transition from CFSA to independence.

VIII. CONFIDENTIALITY AND DATA PROTECTION

The Parties to this MOA shall use, restrict, safeguard, maintain, disclose, sanitize, and dispose of all information related to services provided under this MOA in accordance with all relevant federal and local confidentiality statutes, regulations, policies, and publications now in effect and as amended during the term of this MOA, including: the Health Insurance Portability and Accountability Act of 1996, approved August 21, 1996 (Pub. L. No. 104-191; 42 U.S.C. § 1320d *et seq.*), and its corresponding regulations located at 45 C.F.R. Parts 160, 162, and 164 (collectively referred to as HIPAA); National Institute of Standards and Technology (NIST) Special Publication 800-88 rev. 1 'Guidelines for Media Sanitization'; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-209.04) (Public Assistance Act); 42 C.F.R. part 431, subpart F; and Title IV, Part D of the SSA and accompanying regulations.

Additionally:

- A. The Parties shall reasonably and appropriately protect the confidentiality, integrity, and availability of data received through this MOA.
- B. CFSA and DDA shall take steps to prevent data received through this MOA from falling into the possession of unauthorized persons or organizations. The Parties shall restrict disclosure of this data solely to those staff members who need to access it in order to accomplish the purposes stated in this MOA.
- C. The Parties shall notify the Privacy Officers of each agency immediately, but not later than twenty-four (24) hours following discovery of an actual or suspected privacy or security incident. Reports shall be made both orally and in writing and shall detail the events that led to the actual or suspected privacy or security incident.
- D. Except as required by law to fulfill their authorized program functions, the Parties shall not further share, electronically transmit, or permit access to data shared under this MOA without written mutual agreement and shall only transmit or permit such access if the information is secured in a manner that is consistent with applicable law.
- E. Data obtained from the Parties that is transmitted via email shall be encrypted at both ends of the transmission. Where encrypted email is not confirmed to be available on both ends, the Parties shall transmit identifiable data in an encrypted attachment, without reference to identifiable information in the body of the email.
- F. The Parties shall use data elements shared pursuant to this MOA solely to accomplish their obligations under this MOA, as required or permitted by law and solely in a manner consistent with the terms and conditions of this MOA.
- G. The Parties agree to access and disclose the minimum necessary amount of data that is required for a specific task or purpose.

- H. The Parties shall take appropriate action to safeguard all data elements against any unauthorized use or disclosure. Additionally, the Parties shall take preventive actions agreed upon by the affected Party to avoid future misuse or disclosures.
- I. The Parties shall ensure that staff only access the minimum amount of information needed both to perform their job and a specific task.
- J. These provisions regarding confidentiality and data protection shall survive termination or expiration of this MOA, or cessation of the work described herein, whatever the reasons therefore.

IX. AMENDMENT AND TERMINATION

This agreement shall become effective upon signature of the persons indicated below and shall continue unless terminated. This agreement shall be reviewed, at a minimum, annually. The agreement may be amended by mutual, written consent of both parties, or may be terminated by one signatory with 30 days advance written notice to the other party.

X. NOTICE

The following are points of contact for each Party under this Agreement:

For CFSA:

Dionne Bryant
Information and Privacy Officer
200 I Street SE
Washington, DC 20003
Dionne.bryant@dc.gov

Name of Program Lead
Title of Program Lead
200 I Street SE
Washington, DC 20003
Email Address of Program Lead

For DDS:

William Davidson
Privacy Officer
Support Services Supervisor
250 E Street SW

Washington DC 20460
202-495-8599
William.Davidson2@dc.gov

Robin Exton
Program Manager
Department on Disability Services
250 E Street SW
Washington DC 20460
Washington, DC 20024
Robin.Exton@dc.gov

IN WITNESS THEREOF, the Parties have executed this MOA as follows:

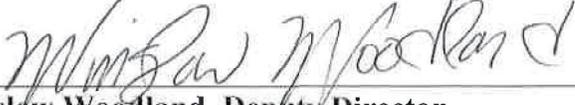
DEPARTMENT ON DISABILITY SERVICES:

 1/20/2022

Andrew P. Reese, Director Date
Department on Disability Services (DDS)

 10/30/2021

Darryl Evans, Deputy Director Date
Rehabilitation Services Administration
Department on Disability Services (DDS/RSA)

 1/14/2022

Winslow Woodland, Deputy Director Date
Developmental Disabilities Administration
Department on Disability Services (DDS/DDA)

CHILD AND FAMILY SERVICES AGENCY:

 10/26/2021

Robert L. Matthews, Acting Director Date
Child and Family Services Agency (CFSA)

**MEMORANDUM OF AGREEMENT
TO COORDINATE EFFORTS AND SHARE INFORMATION BETWEEN
DEPARTMENT OF AGING AND COMMUNITY LIVING,
ADULT PROTECTIVE SERVICES,
AND
DEPARTMENT ON DISABILITY SERVICES,
DEVELOPMENTAL DISABILITIES ADMINISTRATION**

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into by and between the District of Columbia (District) Department of Aging and Community Living (DACL), Adult Protective Services (APS), and the Department on Disability Services (DDS), Developmental Disabilities Administration (DDA), for the purpose of forging a collaborative effort between the agencies to better coordinate efforts and share information in order to protect from harm those persons who are served or eligible to be served by DDA.

DACL was established by D.C. Law 22-276, which amended D.C. Official Code § 7-503.01 *et seq.*, effective March 29, 2019, and re-named and re-purposed the former Office on Aging, transferred all of its functions to DACL, and expanded the mission of DACL to include the prevention of abuse, neglect, and exploitation of adults 60 years of age or older. APS was established by D.C. Law 5-156, D.C. Official Code § 7-1901 *et seq.*, the “Adult Protective Services Act of 1984,” effective March 14, 1985, as amended, and formerly was a part of the Department of Human Services. In pertinent part, DACL advocates, plans, implements, and monitors programs in health, education, and social services for the elderly; promotes longevity, independence, dignity, and choice for aged District residents, including District residents with disabilities regardless of age, and caregivers; ensures the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; and leads efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources. For purposes of this MOA, APS has the responsibility to investigate reports alleging abuse, neglect and exploitation of persons with a disability, including intellectual and other developmental disabilities, and intervenes to protect such vulnerable adults who may be at risk or otherwise in need of supervision. Pursuant to D.C. Official Code § 7-1903(d)(1)(A), APS may release records of reports to DDA.

DDS was established by Title I of D.C. Law 16-264, D.C. Official Code § 7-761.01 *et seq.*, the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007, as a separate Cabinet-level agency, subordinate to the Mayor. DDS oversees and coordinates services for residents with disabilities through a network of private and non-profit providers. From a program standpoint, DDS is comprised of DDA and the Rehabilitation Services Administration (RSA), which includes the Disability Determinations Division. For purposes of this MOA, and pursuant to D.C. Official Code § 7-1305.12, DDA has the responsibility to maintain records, which information is considered privileged and confidential, for all of the persons served by DDA. Within DDA, its Incident Management and Enforcement Unit (IMEU) has the responsibility to investigate and enforce recommended remedial actions for

serious reportable incidents, which includes allegations of abuse, neglect and exploitation, as they pertain to persons with intellectual and other developmental disabilities served by DDA.

Pursuant to D.C. Official Code § 7-242, DACL/APS and DDS/DDA may release records to the other respective agency to protect from harm those District residents who are vulnerable or at risk of abuse, neglect, and exploitation and served or eligible to be served by either APS or DDA. D.C. Official Code § 7-242(a)(1) and (2) provide that, unless specifically prohibited by District or federal law, an agency shall disclose data of an individual served by the agency to another agency to either establish the person's eligibility for and amount of treatment, services, benefits, supports or assistance; or coordinate the person's treatment, benefits, services, support, or assistance. Pursuant to § 7-242(e)(2), the parties further recognize that the agency disclosing data shall make reasonable effort to ensure that only the minimum amount of information is disclosed that will accomplish the purpose of the disclosure.

II. OVERVIEW

The purpose of this MOA is to coordinate the respective agency functions and share information in order to ensure that persons who are at risk of abuse, neglect, and/or exploitation and served or eligible to be served by DDA are protected from harm irrespective of whether they reside in the natural home or some other DDA-funded residential setting. The agencies hereby agree to the follow terms and conditions for implementation of the MOA.

III. AGREEMENT OF THE PARTIES TO SHARE INFORMATION

Pursuant to D.C. Official Code § 7-242(a)(1) and (2), the parties hereby agree as follows:

A. DACL, through APS, agrees to:

1. Provide information regarding investigations into allegations of abuse, neglect, or exploitation of a person served or eligible to be served by DDA to DDA and/or IMEU as specifically requested by email exchanged between the parties' contacts or their respective designee(s);
2. Provide information regarding persons otherwise known to DDA where such exchange is mutually agreed to by the parties' contacts or their respective designees, advances the parties' and/or their constituents' interests, and comports with all applicable laws and District- or agency-level policies;
3. Cooperate in the information sharing in accordance with District statutes and regulations regarding information sharing; and
4. Coordinate in a collaborative effort to maintain the confidentiality of the shared information to the extent that it comports with District and federal law; provided, however, that the parties understand and agree that either party may share this information with the Office of the Attorney General in its representative capacity.

B. DDS, through DDA, agrees to:

1. Provide information regarding persons served or eligible to be served by DDA to APS for the purposes of investigation into allegations of abuse, neglect, or

- exploitation of that person as specifically requested by email exchanged between the parties' contacts or their respective designee(s);
2. Provide information regarding persons otherwise known to APS where such exchange is mutually agreed to by the parties' contacts or their respective designees, advances the parties' and/or their constituents' interests, and comports with all applicable laws and District- or agency-level policies;
 3. Cooperate in the information sharing in accordance with District statutes and regulations regarding information sharing; and
 4. Coordinate in a collaborative effort to maintain the confidentiality of the shared information to the extent that it comports with District and federal law; provided, however, that the parties understand and agree that either party may share this information with the Office of the Attorney General in its representative capacity.

IV. TERM, MODIFICATION AND TERMINATION OF THE MOA

DACL and DDS agree that:

- a. The term of this MOA is five fiscal years (FY), beginning *nunc pro tunc* to October 1, 2020, and ending on September 30, 2025, unless terminated in writing by either party.
- b. This MOA may be modified only with the written consent of both agencies.
- c. This MOA shall be an interagency agreement between the agencies and is not intended to create substantive third-party rights regarding the enforcement thereof.

V. NOTICE

The following individuals are the contact points for each party under this MOA:

Dr. Heather D. Stowe, Ph.D.
Clinical Director
Adult Protective Services
D.C. Department of Aging and Community Living
500 K Street, N.E.
Washington, D.C. 20002
Telephone: (202) 715-7745
Cell: (202) 374-9683
Email: heather.stowe@dc.gov

Winslow Woodland
Deputy Director
Developmental Disabilities Administration
D.C. Department on Disability Services
250 E Street, S.W., 5th Floor
Washington, D.C. 20024
Telephone: (202) 730-1618

Cell: (202) 498-9529
Email: winslow.woodland@dc.gov

VI. CONFIDENTIAL INFORMATION

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

VII. EFFECTIVE DATE

This MOA shall be effective upon execution by the agency directors, but shall be considered effective upon execution as *nunc pro tunc* to the beginning of FY 2021.

IN WITNESS WHEREOF, the parties hereto have signed this MOA as of the day and year written below:

DEPARTMENT OF AGING AND COMMUNITY LIVING



Laura Newland
Director

April 19, 2021
Date: _____

ADULT PROTECTIVE SERVICES

Heather D. Stowe

Heather D. Stowe, Ph.D.
Clinical Director

04/19/2021
Date: _____

DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director

April 22, 2021
Date: _____

DEVELOPMENTAL DISABILITIES ADMINISTRATION



Winslow Woodland
Deputy Director

4/21/2021
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
Term: October 1, 2024 to September 30, 2026**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered by and between the District of Columbia Department of Health Care Finance (“DHCF”), and the Department on Disability Services (“DDS”), and its Developmental Disabilities Administration (“DDA”) and Quality Assurance and Performance Management Administration (“QAPMA”), collectively referred to herein as the “Parties.” This MOA establishes the terms and conditions under which DDS shall coordinate and operate the Section 1915(c) Medicaid Home and Community-Based Services (“HCBS”) Waiver for Persons with Intellectual and Developmental Disabilities (“ID/DD”) program and HCBS Waiver for Individual and Family Supports (“IFS”) program (referred to herein as the “waiver(s)”) as the designated Operating Agency.

II. AUTHORITY

D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007 (D.C. Official Code § 7-761.01 *et seq.* (2018 Repl.)); 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.* (2018 Repl.)); D.C. Law 17-109, the “Department of Health Care Establishment Act of 2007,” effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.* (2018 Repl.)); 29 DCMR § 1900.3 (for the ID/DD waiver), as amended and published in the *D.C. Register*; 29 DCMR § 9000.3 (for the IFS waiver), as amended and published in the *D.C. Register*; and any other authority under the Parties’ respective programs.

III. OVERVIEW OF THE PARTIES

DHCF is the single state Medicaid agency responsible for administering Title XIX of the Social Security Act (D.C. Official Code § 7-771.07(1); *see* 42 U.S.C. § 1396a). 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 and waiver program enrollees; facilitates and supports and/or coordinates the delivery of covered services by other District agencies; ensures that the programs and Medicaid programs operated under MOAs or Memoranda 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, design, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with ID/DD through its DDA and QAPMA. According to D.C. Official Code § 7-761.03, DDS was established as a separate Cabinet-level agency for the purpose, among others, of “leading the reform of the District’s intellectual and developmental disabilities system by coordinating the collaborative efforts of government agencies, contractor providers, Medicaid waiver providers, labor, and community leaders to improve the care and habilitation services provided to individuals.” DDS’s DDA and QAPMA accomplish these objectives through the delivery of service coordination services, recruitment and oversight of qualified providers, prior authorization of services, and the on-going design and implementation of a comprehensive quality management and improvement system to ensure participant health and welfare. D.C. Official Code § 7-761.07(a) specifically requires DDS and DHCF to enter into an agreement for DDS to direct policy development and design of services, rate setting, and support under the ID/DD HCBS waiver “or any other waiver targeted for people with intellectual and developmental disabilities and their families that is approved under section 1915(c) of the Social Security Act.”

IV. STATEMENT OF PURPOSE

The Centers for Medicare and Medicaid Services (“CMS”) work primarily with the state entity designated as the Single State Medicaid Agency (“SSMA”). In the District of Columbia, the SSMA is DHCF as indicated above. Since both DHCF and DDS utilize Title XIX funds, this MOA is necessary to ensure that the Mayor of the District of Columbia, the Department Directors, and the federal government all are aware of the roles and responsibilities of each Department. Furthermore, the purpose of this MOA is to establish the terms and conditions under which the parties will assure inter-agency coordination of needed services for enrollees in Medicaid and who receive Medicaid-financed supportive services coordinated by DDS. DHCF and DDS entered into this MOA to achieve the following goals:

- A. To ensure collaborative planning, implementation, management, reimbursement for and monitoring of the covered waiver services;
- B. To establish clear strategies for communication with waiver applicants/participants and new/current service providers that are consistent, accurate, complete, accessible, user friendly and timely across the Departments;
- C. To ensure collaboration on the delivery of quality services that are effective, coordinated and support the participants’ person-centered goals and health, welfare, and safety;
- D. To ensure collaborative planning, reporting, and strategies for remediation, where required, regarding the Statewide Transition Plan for compliance with the final rule published at 79 Fed. Reg. 2947 (January 16, 2014), “Medicaid Program; State Plan

Home and Community-Based Services, 5-Year Period for Waivers, Provider Payment Reassignment, and Home and Community-Based Setting Requirements for Community First Choice and Home and Community-Based Services (HCBS) Waivers” (the “HCBS Settings Rule”); and

- E. To recognize that each Department has distinct responsibilities in developing, implementing and monitoring the District’s Medicaid waiver programs for persons with ID/DD.

V. STATEMENT OF PRINCIPLES

This MOA is based on the following principles:

- A. DHCF and DDS have a common interest in providing eligible Medicaid recipients with access to waiver services through qualified providers, while ensuring that the integrity of the Medicaid Program is maintained. The Departments will administer the waiver and other Medicaid-financed services for persons with ID/DD to meet the following six federal waiver assurances:
 - 1. That waiver eligibility determinations are made in a timely and accurate manner for all potentially eligible applicants consistent with the need for institutionalization in an Intermediate Care Facility for Individuals with Intellectual Disabilities (“ICF/IID”);
 - 2. That Individual Service Plans are responsive to waiver participant needs and preferences;
 - 3. That only qualified providers serve waiver participants;
 - 4. That the State (here, the District of Columbia) assures the health and welfare of waiver participants;
 - 5. That the SSMA retains administrative authority over the waiver program; and
 - 6. That the State provides financial accountability for the waiver.
- B. This agreement will not modify the systemic responsibilities or authority delegated to Parties within their organizations.
- C. This agreement is not intended to override or amend any unrelated interagency agreement or memorandum of understanding which may already exist between DHCF and DDS.
- D. Both Parties will monitor this agreement to assure that the provisions specified are executed.
- E. Both DHCF and DDS will provide information and data needed to carry out the interagency agreement.
- F. DHCF will conduct oversight of Medicaid-financed DDS programs through defined DHCF oversight processes that are clearly outlined in the approved

waiver applications and CMS Plan of Correction, if applicable, and allow for DDS response to all individual as well as aggregate findings.

- G. Both Departments recognize the responsibilities imposed upon DHCF as the SSMA and the importance of assuring that DHCF retains administrative authority for the waiver to ensure the federal assurances are met and budget neutrality is maintained.
- H. Both Departments recognize the responsibilities imposed upon DDS by D.C. Official Code § 7-761.07(a) to direct policy development and design of services, rate setting, and support under both the HCBS ID/DD and IFS waivers so that the DDA service delivery system remains consistent with DDS policy, is responsive to its stakeholders and stays abreast with national best practice.
- I. Both departments recognize the responsibilities imposed upon DDS by the federal and District of Columbia anti-deficiency legislation (*see* the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349 and 1351; the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-.08; D.C. Official Code § 47-105; and D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time) to manage utilization in the waiver programs consistent with the approved budget, the approved waiver applications and CMS regulations.

VI. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree to oversee and operate the approved HCBS ID/DD and IFS waivers on their effective dates. The Parties' respective responsibilities as the Operating Agency (*e.g.* DDS) and the Single State Medicaid Agency (*e.g.* DHCF) and for Quality and Data Sharing, as set forth more fully in Subsections A-D, shall be read to include both the HCBS ID/DD and IFS waivers, the applicable implementing regulations as published, the Parties' policies and procedures, and any amendments thereto.

A. OPERATING AGENCY RESPONSIBILITIES

DDS will:

- 1. As it relates to Level of Care:
 - a. Ensure initial and annual Level of Care determinations for all applicants and enrollees in the waiver are made according to the ICF/IID eligibility requirements found in 29 DCMR §§ 1902.4 and 9002.4, as amended; and
 - b. Determine non-financial eligibility for ID/DD and IFS waiver services in accordance with the terms and conditions of the waiver.

2. As it relates to Individual Service Plan (“ISP”):

- a. Ensure that ISPs address participants’ assessed needs and personal goals, either by provision of State Plan or waiver services or through other means;
- b. Ensure that 100% of waiver participants are offered freedom of choice between ICF/IID and waiver services at the initial eligibility determination only;
- c. Ensure that all waiver service authorizations are issued prior to the initiation of the waiver service or expiration of an on-going service authorization;
- d. Ensure that all ISPs are revised as needed to address participants on-going and changing needs and personal goals;
- e. Ensure that all services are delivered in accordance with the type, scope, amount, and frequency specified in the ISP; and
- f. Ensure that ISP development is performed in accordance with DDA policies and procedures.

3. As it relates to Qualified Providers:

- a. Screen applications for provider enrollment using DHCF-approved policies and procedures;
- b. Submit waiver provider applications to DHCF with recommended action (*e.g.*, enroll, deny);
- c. Monitor adherence to DDS/DDA/QAPMA training policies through periodic audits, incident investigations and the Provider Certification Review process;
- d. Certify new providers of Residential Habilitation, Supported Living, Host Home, In-Home Support, Respite, Companion, Day Habilitation, Small Group Day Habilitation, Employment Readiness, Individualized Day Supports and Supported Employment for the ID/DD waiver after 60 days of initiating service using the Provider Certification Review process; and certify new providers of Respite, Companion, Day Habilitation, Small Group Day Habilitation, Employment Readiness, Individualized Day Supports and Supported Employment for the IFS waiver after 60 days of initiating service using the Provider Certification Review process;
- e. Maintain timely re-certification of providers of Residential Habilitation, Supported Living, Host Home, In-Home Support, Respite, Companion, Day Habilitation, Small Group Day Habilitation, Employment Readiness, Individualized Day Supports and Supported Employment for the ID/DD waiver per the Provider Certification Review Policy and Procedures; and maintain timely re-certification of providers of Respite, Companion, Day Habilitation, Small Group Day Habilitation, Employment Readiness, Individualized Day Supports and Supported Employment for the IFS waiver per the Provider Certification Review Policy and Procedures;
- f. Submit recommendations to DHCF for termination of the Medicaid provider agreement(s) for providers found deficient in quality practices; and
- g. Represent the DDS/DDA/QAPMA position of deficient quality practices in the administrative hearing process during the provider termination process.

4. As it relates to Health and Welfare:
 - a. Ensure the effective implementation of the DDS/DDA/QAPMA Incident Management System;
 - b. Ensure the effective operation of the Restrictive Controls and Human Rights policies and procedures;
 - c. Ensure the effective operation of the Mortality Review Committee and implementation of the applicable policy and procedure;
 - d. Co-Chair the Mayor's Fatality Review Committee and carry out or ensure all recommendations are completed as appropriate; and
 - e. Ensure the effective operation of a Quality Improvement Committee to implement a continuous quality improvement program.

5. As it relates to Fiscal Accountability:
 - a. Participate with DHCF in waiver service rate setting using consistent methodologies between the ICF/IID and the ID/DD and IFS HCBS waiver programs wherever the methodologies are applicable between the programs;
 - b. Establish individualized rates for selected individuals and submit to DHCF with supporting documentation;
 - c. Participate in regular and as needed teleconference with DHCF to solve problems pertaining to Prior Authorizations and billing on behalf of providers;
 - d. Ensure enrollment does not exceed the CMS-authorized number of slots;
 - e. Participate in quarterly meetings with DHCF, or obtain detailed claims data, to track and trend service utilization for the purpose of managing the annual budget and remaining anti-deficient; and
 - f. Participate with DHCF in provider training regarding fiscal audit and service documentation requirements as requested.

6. As it relates to Administrative Authority:
 - a. Submit to DHCF all DDS/DDA/QAPMA policies that affect the ID/DD and IFS waiver programs for comment and approval;
 - b. Adhere to the applicable provisions in Chapter 9 and 19 of Title 29 of the District of Columbia Municipal Regulations, and specifically 29 DCMR §§ 1900.3 and 9000.3, as amended;
 - c. Participate with DHCF as requested in the submission of the annual 372 report;
 - d. Submit required performance data in accordance with the approved waiver(s), timely responses to Discovery and Remediation reports, and responses to requests for information from DHCF regarding operations of the waivers; and
 - e. Participate in Quality Management Committee ("QMC") meetings to address programmatic and quality issues related to the waivers.

7. As it relates to Administrative Claiming:

- a. Support the aggregation of financial data as necessary for all staffing and related support costs of the DDA;
- b. Conduct a Random Moment Time Study (RMTS) of DDA staff in accordance with all applicable federal requirements as defined under 2 CFR Part 200 and 45 CFR Part 95 to provide accurate data to support the allocation of direct and indirect costs to Medicaid and other applicable federal and state programs (as described in attachment A and subject to modification to reflect adjustments to programs and activities as necessary over time);
- c. Conduct a separate RMTS for eligible DDA Skilled Professional Medical Personnel (SPMP) in accordance with all applicable federal requirements as defined under 2 CFR Part 200 and 45 CFR Part 95 to provide accurate data to support the allocation of direct and indirect costs to Medicaid and other applicable federal and state programs (as described in attachment B and subject to modification to reflect adjustments to programs and activities as necessary over time);
- d. Document eligible contract expenses, including appropriate adjustments for non-Medicaid expenditures when appropriate, using federally acceptable allocation methodologies;
- e. Report all such results in a timely manner to meet the cost allocation filing deadlines of the District of Columbia's Medicaid program;
- f. Maintain records related to Medicaid financial cost centers and RMTS results for review and inspection by state and federal auditors upon their request; and
- g. Provide other support as required to assure accurate and timely submission of data necessary for federal Medicaid reimbursement as required by DCHF.

B. SINGLE STATE MEDICAID AGENCY RESPONSIBILITIES

DHCF will:

1. As it relates to Administrative Authority:

- a. Monitor and oversee the DDS/DDA/QAPMA's operation of the waivers per the approved ID/DD and IFS waiver applications;
- b. Approve ID/DD and IFS waiver and other Medicaid long-term care program applications initiated by DDS consistent with CMS regulations and forward approved requests to CMS;
- c. Review changes proposed by DDS to DHCF Medicaid rules that impact the DDS/DDA/QAPMA service delivery system, make recommendations to DDS regarding compliance with federal statutes, regulations and policies; and submit approved changes in Medicaid rules proposed by DDS for promulgation in accordance with the District's statutes and rules;
- d. Seek review and comments from DDS prior to the promulgation of any rules, policies, procedures or standards that may affect the services, programs, or

providers of service for individuals with intellectual and developmental disabilities;

- e. Comment and provide recommendations on DDS/DDA/QAPMA policies affecting the ID/DD and IFS HCBS waiver programs;
- f. Oversee and monitor performance of the Medicaid Management Information System (“MMIS”) contractor;
- g. Oversee and monitor performance of the Prior Authorization contractor;
- h. Ensure the effective performance of the Medicaid Transportation Provider;
- i. Maintain the District’s Title XIX Medicaid Administrative Rules chapter and have full responsibility for the District’s Title XIX State Plan;
- j. Adhere to Chapter 13 of Title 29 of the District of Columbia Municipal regulations, Medicaid Program: Administrative Procedures, when resolving issues involving persons participating in the Medicaid Program;
- k. Maintain primary responsibility for the Title XIX eligibility determination process as delegated to the Economic Security Administration (formerly Income Maintenance Administration); and
- l. Participate, as appropriate or requested by DDS, in advisory groups of stakeholders.

2. As it relates to Financial Accountability:

- a. Pay valid provider Medicaid claims through DHCF’s MMIS;
- b. Oversee and monitor quarterly, and on an annual basis ID/DD and IFS waiver enrollment and expenditures to ensure compliance with approved slots and budget neutrality;
- c. Furnish DDS on a timely and regular basis with such financial reports and information as may be required to ensure up-to-date utilization and expenditure data is provided to effectively manage the local match and adhere to the federal and District anti-deficiency legislation;
- d. Arrange routine training provided by the designated DHCF fiscal intermediary to waiver providers on the prior authorization and electronic billing systems;
- e. Collaborate with DDS in rate-setting and in development of policies and procedures for auditing of provider cost-reports;
- f. Conduct financial recoveries necessitated by erroneous, fraudulent or abusive practices by DDS providers and to consult with DDS on these recoveries;
- g. Credit the recoveries from the ID/DD and IFS waiver programs back to the ID/DD and IFS waiver match budget line;
- h. Dis-enroll waiver beneficiaries from the Medicaid Transportation Provider when he/she selects Supported Living with transportation service under the ID/DD waiver, and credit the member per month local match to the ID/DD waiver match in the following month and each month thereafter;
- i. Provide assurances to the federal government by completing random reviews of the reported Title XIX expenditures; and
- j. Submit timely and accurate financial reports to CMS for the ID/DD and IFS waiver program(s).

C. QUALITY

DHCF and DDS will implement the quality improvement strategy and activities described in the approved HCBS ID/DD and IFS waivers currently in effect, the District's approved applications for § 1915(c) HCBS waivers, and comply with all reporting requirements of the same.

D. DATA SHARING

1. DDS will ensure DHCF staff has full MCIS (or its successor case management system) viewing rights to facilitate ease of investigation and inquiry as needed.
2. DDS will develop electronic MCIS production reports, considering the limited capacity of the current outdated IT platform for DHCF monitoring.
3. DHCF will produce service utilization reports as needed for budget forecasting and planning.

VII. DURATION OF MOA

- A. The period of this MOA shall be from October 1, 2024, through September 30, 2026, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of the MOA by exercising a minimum of two, two-year option periods. An option period may consist of two years, a fraction thereof, or multiple successive fractions of a year. DDS/DDA/QAPMA shall provide notice of its intent to renew an option period prior to the expiration of the MOA.

VIII. AUTHORITY FOR MOA

D.C. Official Code § 7-761.07 (2018 Repl.); and 29 DCMR §§ 1900.3 and 9000.3, as amended.

IX. CONFIDENTIALITY AND DATA PROTECTION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, policies pertaining to the privacy and confidentiality of records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and any future amendments, and as amended by the HIPAA Omnibus Rule of 2013, and any future amendments.

- A. Information received by either Party in the performance of responsibilities associated with the performance of this MOA shall remain the property of DDS/DDA/QAPMA and DHCF. However, external agency data exchanged in this MOA shall not be used for purposes other than described herein, without mutual consent.

- B. DDS and DHCF agree to employ sufficient administrative, technical and physical safeguards to protect and secure external data entrusted to each agency pursuant to this MOA.
- C. DDS and DHCF agree to reasonably and appropriately protect the confidentiality, integrity and availability of external agency data and to abide by privacy and security policies.
- D. DDS and DHCF shall take steps to prevent external agency data from falling into the possession of unauthorized persons. As such, DDS and DHCF shall restrict disclosure of the external agency data solely to those workforce members who need to access in order to accomplish the purpose outlined in this MOA.
- E. DDS and DHCF shall use the existing agency training resources to train all employees that may be in contact with PHI or PII data on what constitutes a privacy or security incident. This training should also include instructions to contact the DHCF Privacy Officer, the DDS Privacy Officer, and the District-wide Privacy and Security Official immediately in the event of an actual or suspected privacy or security incident.
- F. DDS and DHCF shall cooperate in reporting any privacy or security incident of which they become aware, including any attempts to access data, whether those attempts were successful or not. Reports will convey to the appropriate DDS and DHCF staff persons and to the DDS and DHCF Privacy Officers immediately, both orally and in writing, and will detail the events that led to the actual or suspected privacy security incident.
- G. DDS and DHCF shall work collaboratively with the District-wide Privacy and Security Official to investigate any privacy and security incidents and to mitigate any potential damages.
- H. DDS and DHCF shall not further share, electronically transmit or permit access to data shared under this MOA without mutual agreement and further agree that they shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law.
- I. DDS and DHCF agree that their workforce members, agents and subcontractors who violate the provisions of this MOA shall be subject to discipline in accordance with agency policies, the District's Personnel Manual, applicable collective bargaining agreements and vendor agreements. In the event an agency imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of this MOA, that agency shall inform the Privacy Officer of the collaborating agency.

X. TERMINATION

Either Party may terminate this MOA, in whole or in part, by giving thirty (30) calendar days advance written notice to the other Party.

XI. NOTICE

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

Benjamin Ebeigbe
Interim Director
Long Term Care Administration
D.C. Department of Health Care Finance
441 Fourth Street, N.W., Suite 900 South
Washington, D.C. 20001
Telephone: (202) 724-7085
Email: benjamin.ebeigbe@dc.gov

Winslow Woodland
Deputy Director
Developmental Disabilities Administration
D.C. Department on Disability Services
250 E Street, S.W., 5th Floor
Washington, D.C. 20024
Telephone: (202) 730-1618
Email: winslow.woodland@dc.gov

Shasta Brown, MSW
Deputy Director
Quality Assurance and Performance Management Administration
D.C. Department on Disability Services
250 E Street, S.W., 6th Floor
Washington, D.C. 20024
Telephone: (202) 730-1754
Email: shasta.brown@dc.gov

The following individuals are the contact points for each Party in the event of a concern regarding the privacy and/or security of data exchanged under this MOA:

William Davidson
Support Services Supervisor
D.C. Department on Disability Services
250 E Street, S.W., 6th Floor
Washington, D.C. 20024
Telephone: (202) 730-1684
Email: william.davidson2@dc.gov

Cecelia Davis
Information & Privacy Officer
Office of the Chief Operating Officer
Department of Health Care Finance
441 4th Street, N.W., Suite 900S
Washington, D.C. 20001
Telephone: (202) 442-9053
Email: cecelia.davis@dc.gov

Tina L.A. Curtis, Esq., CCSA
Director/District-wide Privacy and Security Official
Office of Privacy and Confidentiality
Office of the Attorney General for the District of Columbia
400 6th Street, N.W., Suite 9100
Washington, D.C. 20001
Cell: (202) 597-4407
Email: tina.curtis@dc.gov

XII. MODIFICATIONS

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (*e.g.*, contractor, consultant) to provide any of the goods or services specified under this MOA, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Official Code § 2-351.01 *et seq.* (2021 Repl.)), to procure the goods or services of the agent or third party.

XIV. MISCELLANEOUS

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

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

DEPARTMENT OF HEALTH CARE FINANCE



Wayne M. Turnage
Director

Date: 4/25/2025

DEPARTMENT ON DISABILITY SERVICES



Andrew P. Reese
Director

Date: November 8, 2024

**MEMORANDUM OF AGREEMENT ON ACCESS AUTHORITY
BY AND BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES
AND
QUALITY TRUST FOR INDIVIDUALS WITH DISABILITIES, INC.**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into by and between the District of Columbia (“District”) Department on Disability Services (“DDS”), which is currently headquartered at 250 E Street, SW, Washington, DC 20024, and Quality Trust for Individuals with Disabilities, Inc. (“Quality Trust”), which is currently headquartered at 4301 Connecticut Avenue, NW, Suite 310, Washington, DC 20008, collectively referred herein as the “Parties”.

II. AUTHORITY

On March 30, 2001, the U.S. District Court for the District of Columbia (“Court”) entered its Opinion and Order [Dkt. # 472] in *Evans v. Williams*, Civil Action No. 76-293, by which the Court approved the “2001 Plan for Compliance and Conclusion of *Evans v. Williams*” (“2001 Plan”), entered the Consent Order approved March 4, 2001 (“Consent Order”), and approved the Settlement Agreement dated March 19, 2001 (“Settlement Agreement”). The Settlement Agreement was intended to ensure Quality Trust existed beyond the life of the *Evans* class action and is enforceable as a contract in the Superior Court of the District of Columbia. On January 10, 2017, the Court entered its Order Vacating Court Orders [Dkt. # 1634] and dismissed and closed the *Evans* class action. The Parties’ relationship is further governed by D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007 (D.C. Official Code § 7-761.01 *et seq.* (2013 Repl.)), and 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.* (2013 Repl.)).

III. STATEMENT OF PURPOSE

The purpose of this MOA is to describe and coordinate the Parties’ respective responsibilities with respect to the access authority through which Quality Trust is able to fulfill its role and functions as a durable, independent, external body conducting monitoring, lay advocacy, and legal advocacy activities as envisioned by the Settlement Agreement and the 2001 Plan.

IV. SCOPE

Pursuant to the applicable authorities and in the furtherance of the shared objective of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree as follows:

A. DDS' Responsibilities

DDS agrees as follows:

1. DDS will provide Quality Trust, its employees, contractors and consultants, with full access to information that Quality Trust deems reasonably necessary and appropriate in performing its monitoring and lay advocacy duties to include: full access to applicants for and people receiving supports and services; their residences, facilities, buildings, programs, services; and information, documents, and records (including medical and departmental) and other materials that Quality Trust deems reasonably necessary and appropriate in performing the duties of monitoring and lay advocacy.

2. DDS will require its employees, contractors, agents, as well as provider staff, to cooperate with Quality Trust, its employees, contractors and consultants. This will include requiring prompt responses to all electronic mail, telephone calls and messages, and other requests for information from Quality Trust.

3. DDS will provide Quality Trust with access to the portions of DDS/DDA's information database system (currently known as "MCIS") with respect to reports of serious reportable incidents ("SRI's") as submitted to DDS' Incident Management and Enforcement Unit ("IMEU").

4. DDS will provide Quality Trust's monitoring and lay advocacy staff with real time access, through its DDS/DDA information database system (currently known as "MCIS") to incident and investigation documents, DDS service coordinators' notes, and records including, but not limited to Individual Support Plans, Health Care Management Plans, and other documentation.

5. To facilitate Quality Trust's monitoring duties, the DDS will send to Quality Trust:

- a. Notifications of all SRIs within 24 hours of DDS becoming aware of such incidents;
- b. The IMEU investigation reports of and all recommendations for preventive and correction action for all SRIs, and any reports on patterns and trends for all incidents;
- c. Actual or proposed Long-Term Acute Care placements, within 24 hours of the placement decision;
- d. On a monthly basis, the minutes for Human Rights Advisory Committee and Restrictive Controls Rights Committee;
- e. The Independent Mortality Investigations for deaths of persons served by DDA, upon completion of the final version of the report;

- f. Census data, including the number of people in intake, on an annual basis; and
 - g. At least annual reports on complaints, formal complaints, and grievances from people with developmental disabilities, families, and advocates, as well as their resolution.
6. DDS will continue to invite Quality Trust to participate in the Quality Improvement Committee and Mortality Review Committee meetings.
7. DDS will provide an appropriate response to any of Quality Trust's requests relevant to individual supports and services provided by the District of Columbia's service delivery system for people with intellectual and developmental disabilities.
8. DDS will provide written responses to Quality Trust's annual and other periodic monitoring reports regarding identified systemic issues (individual case concerns will be addressed as indicated in number 7 above), including specific corrective action steps DDS will implement or has implemented, along with projected timelines if the actions have not been implemented, to address identified problems.

B. Quality Trust's Responsibilities

Quality Trust agrees as follows:

1. Quality Trust will develop an annual monitoring plan with input from people with intellectual and developmental disabilities, families, providers, and advocates, and provide a copy of that plan to DDS.
2. Quality Trust will write and publish periodic reports summarizing the data collected through the Individual Monitoring and SRI trend analysis.
3. Quality Trust will write and publish annual reports, and, in addition, such other periodic reports as it may determine to be necessary. The reports will make observations with regard to the adequacy of the protections, services, and supports provided to people with intellectual and developmental disabilities and offer recommendations for any needed improvements.
4. Quality Trust will provide individual monitoring reports to DDS and the relevant provider after they are completed.
5. Quality Trust is not required to provide advance notice of any visit or inspection.
6. Representatives of Quality Trust may conduct private interviews and meetings with any individual, including employees, contractors, or agents, of the District of Columbia; staff of providers within the intellectual and developmental disabilities

service system; and people applying to or receiving such supports and services, as well as all provider staff.

7. Quality Trust, and its employees, contractors and consultants, will safeguard the information obtained from DDS, its employees, contractors, agents, as well as from providers and provider staff, pursuant to all applicable laws and Court orders protecting the confidentiality of such information.

V. EFFECTIVE DATE, DURATION OF MOA, AND MODIFICATIONS

This MOA shall become effective upon signature of the DDS Director, which shall follow the signature of Quality Trust's Chairman of the Board/President and its Chief Executive Officer ("Effective Date"). The initial term of this MOA shall be from the Effective Date through September 30, 2019. Thereafter, this MOA shall renew automatically beginning on October 1, 2019, for additional one-year terms based on the District government's fiscal year (*i.e.* from October 1 to the following September 30). This MOA shall be reviewed by the Parties, at a minimum, annually, at least one month prior to the automatic renewal. This MOA may be modified by mutual, written consent of the Parties.

VI. CONFIDENTIAL INFORMATION

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

VII. NOTICE

The following individuals are the contact points for the respective Parties under this MOA:

FOR DDS:

Andrew P. Reese, Director
D.C. Department on Disability Services
250 E Street, SW, 6th Floor
Washington, DC 20024
Telephone: (202) 730-1607
Email: andrew.reese@dc.gov

FOR QUALITY TRUST:

Tina M. Campanella
Chief Executive Officer
Quality Trust for Individuals with Disabilities, Inc.
4301 Connecticut Avenue, NW, Suite 310
Washington, DC 20008
Telephone: (202) 448-1442
Email: tcampanella@dcqualitytrust.org

IN WITNESS THEROF, the Parties have executed this MOA as follows:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

1/11/19
Date



Winslow Woodland
Deputy Director for Developmental
Disabilities Administration

1/16/19
Date



Erin Leveton
Deputy Director for Quality Assurance and
Performance Management Administration

1/17/19
Date

QUALITY TRUST FOR INDIVIDUALS WITH DISABILITIES, INC.:



Chase Phillips
Chairman of the Board & President

1/11/19
Date



Tina M. Campanella
Chief Executive Officer

1/11/19
Date

Memorandum of Agreement

The parties to this Memorandum of Agreement (MOA) are The Ivymount School, SEEC, The National Institutes of Health (NIH) with executive sponsorship through The National Institute of Neurological Disorders and Stroke (NINOS), DC Department of Disability Services - Rehabilitation Services Administration (DDS-RSA), and Maryland State Department of Education, Division of Rehabilitation Services (MSDE-DORS).

I. Purpose:

The Parties to this MOA will collaborate to provide the Project SEARCH-NIH 2.0 program, a Project SEARCH program for transitioning young adults with intellectual and developmental disabilities in Montgomery County at The National Institutes of Health as the host business, and occasionally extending to surrounding businesses.

The purpose of the program is to provide an opportunity for young adults with intellectual and developmental disabilities to learn employability skills in the classroom and acquire job skills while participating in a thirty-week, 10-month unpaid internship assignment (considered volunteers) at the host businesses. Project SEARCH Interns receive education and job skill support from Ivymount and SEEC, with which the host businesses have non-employment relationships. The goal upon program completion is competitive employment utilizing the skills learned during the internships and throughout the program. The program is recognized by Project SEARCH at the Children's Hospital Medical Center in Cincinnati, Ohio.

This MOA specifies the roles and responsibilities of the Parties as they work in partnership to increase employment potential for persons with disabilities.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities:

A. Ivymount and SEEC will:

- Partner to provide the Project SEARCH-NIH 2.0 program, a 10-month Project SEARCH Program at The National Institutes of Health, annually. An agreed-upon program schedule will be provided on annual basis.
- Provide the support necessary to maximize the success of the interns and their partners.
- Provide expertise in adaptations and accommodations necessary based on the needs of each intern and collaborate on internship site rotation planning.
- Provide trained personnel with appropriate credentials and supervision (e.g., transition experience and teacher certification based on enrolled interns).
- When additional staffing is required based on the number of students enrolled, the two parties will partner to ensure incoming revenue jointly covers the cost of additional personnel.
- Provide trained substitution for designated personnel (i.e., Ivymount provides sub for instructors, SEEC provides sub for Job Coach), as necessary. As well as provide cross-organizational staff coverage, as necessary.

- Attend regular meetings with team members from the Parties to this Agreement to discuss and evaluate program progress.
- Collaborate for summer onboarding of interns including home visits, and travel training for interns prior to the beginning of the program year.
- Support public relations activities to promote the Project SEARCH-NIH 2.0 program.
- Establish transitioning youth eligibility guidelines and refresh as needed based on business needs and internship opportunities and select candidates for the program as a participating partner of the Recruitment Selection Committee.
- Provide education and training to host business employees regarding supporting people with disabilities in the workplace, as necessary.
- Provide intern accident and volunteer insurance: Ivymount will provide what is required for the school-age interns, and SEEC will provide what is required for the adult interns.
- Liaise with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model fidelity.
- Collect data on the program outcomes and report to the other Parties (within permissible parameters of confidentiality and consent).
- Ensure MOAs are updated and executed with all parties.

B. Ivymount School will:

- Provide the Classroom Instructional Component of the **10-month** program.
 - An instructor will lead and coordinate professional portfolio creation with interns while providing curriculum and instruction that encompass employability skills, functional academics, transition, job development, and job readiness skills for 8 to 12 interns at the host business or a combination of two businesses, based on enrollment.
 - Provide state and local educational program requirements for all Ivymount School Interns, including IEP, curriculum content, and Credits when appropriate, and serve as the liaison with representatives from the local education agencies.
 - Assist SEEC and the host businesses in developing internship sites, coordinating and monitoring internship activities (including internship site visits to provide support and expertise).
 - Work with Ivymount students on applying for short-term and long-term funding of services.
 - Assist with summer onboarding of interns including home visits, and travel training for interns prior to the beginning of the program year within the instructor's eleven (11) month contract.
 - Maintain the annual Project SEARCH license renewal.

C. SEEC will:

- Designate a lead staff member (i.e., Site Lead, Manager or Employment Consultant) to assist in coordinating the efforts of all key partners, supervise staff, ensure the program is moving forward within the framework of the projected timeline, and assist in any way necessary to facilitate the success of the program.
- Lead the Internship Component of the Program.
 - Work with participating host departments to identify internship opportunities, perform duty analyses, and provide ongoing job development, job placement, and job coaching consistent with intern experience.

- Job coach/swill work with and supervise interns during internship assignments.
- Assist Ivymount with classroom instructional support as needed.
- Lead summer onboarding of interns including home visits, and travel training for interns prior to the beginning of the program year.
- Work with vocational rehabilitation and funding partners for each transitioning youth to allow for funding of Job Coaches and job development (for transitioning youth who are eligible for such services).

D. The National Institutes of Health (NIH), National Institute of Neurological Disorders and Stroke (NINOS) will:

- Provide a Business Liaison who is available on an ongoing basis to:
 - assist with the development of internships, introduce Project SEARCH staff to host business staff, and market the program internally.
 - attend regular meetings with the Project SEARCH Team to discuss and evaluate program progress.
 - participate as a Recruitment & Selection Committee member to establish intern eligibility guidelines and select interns for the program.
- Develop and provide the agreed upon number of internship sites within the host business for the interns and identify a point of contact at each site to teach marketable skills to the program participants.
- Designate managers of participating departments as supervisors to provide direction, feedback and evaluation to interns during their worksite rotations.
- Provide the following:
 - classroom and office space (with whiteboard, tables to be used as intern work areas, chairs, and internet access).
 - security access to the building/s (i.e. badges) for Project SEARCH staff and interns and parking access for staff, when needed.
 - space for an annual Open House and additional meetings as needed.
 - reasonable accommodations for interns.
 - training for partners on applicable policies and procedures of The NIH and NINOS.
 - public relations assistance to the Project SEARCH staff, including preparation of marketing materials.
- Consider Project SEARCH interns for employment provided they meet eligibility requirements, but nothing in this agreement is intended to require the employment of interns within Host Business.

E. MSDE/DORS will:

- Provide vocational support funding for eligible individuals to participate in the Project SEARCH-NIH 2.0 program at the National Institutes of Health/NINOS.
- Provide expertise and assistance in adaptations and job accommodations.
- Seek to recruit transitioning young adults to apply for participation in the Project SEARCH-NIH 2.0 program.
- Establish transitioning young adult eligibility guidelines and nominate participants for the program.
- Attend regular meetings to discuss and evaluate program progress.
- Assist with public relations activities to promote the Project SEARCH-NIH 2.0 program.

- Ensure that its employees, agents, volunteers, and contractors, who have contact with participating transitioning young adults are fingerprinted and have a background check in compliance with Family Law Article, Annotated Code of Maryland, Section 5-561 through 5-567.

F. DDS/RSA will:

- Provide funding of job coaching/development and education in employability skills, functional academics, and job readiness for eligible interns to participate in the Project SEARCH-NIH 2.0 program, consistent with the intern's Individualized Plan for Employment (IPE).
- Provide uniforms, as needed, and any necessary assistive technology as indicated in the intern's IPE.
- Provide necessary maintenance consistent with DDS/RSA policies and intern's IPE.
- Provide expertise and assistance in adaptations and job accommodations.
- Assist with recruiting prospective interns to apply for participation in the Project SEARCH-NIH 2.0 program.
- Help establish eligibility guidelines and assist with the selection process of interns for the program.
- Designate one liaison to attend regular meetings to discuss, plan, and evaluate program progress.
- Assist with public relations activities to promote Project SEARCH-NIH 2.0.
- Ensure that its employees, agents, volunteers, and contractors, who have contact with participating transitioning young adults are fingerprinted and have a background check in compliance with Family Law Article, Annotated Code of Maryland, Section 5-561 through 5-567.

III. Period of MOA:

The effective date of this MOA will be July 9, 2023, to July 8, 2025.

IV. Limitation of MOA:

It is understood among the parties that this MOA is not contractually binding and can be terminated at any time by any party without financial liability to any other party.

V. Termination:

Any party may terminate this MOA prior to the termination date by giving the other parties at least thirty (30) days written notice. The terminating parties may agree to meet during the 30-day notice period to discuss the reasons for termination and for the purpose of renegotiating or modifying the Agreement. Ivymount, SEEC, MSDE/DORs and DDS/RSA shall develop a status report of the program support provided and the status of IEPs, IPEs, and/or Individual Service Plans, as appropriate, and any unresolved matters regarding each student to whom Ivymount, SEEC, MSDE/DORs or DDS/RSA has provided services pursuant to this MOA.

VI. Relationship of Parties:

No agent or employee of any Party of this MOA shall be deemed an agent or employee of any other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees. Relatedly, the term "staff" as related to the Project SEARCH-NIH 2.0 program generally refers to employees, agents, or subcontractors of any Party who are supporting the program as described in this MOA, and in no way infers or creates an employment relationship between that staff member and Project SEARCH-NIH 2.0.

VII. Confidential Information:

The Parties to this MOA must abide by all applicable laws, regulations, and policies with respect to the use and disclosure, safeguarding and disposal of information acquired in the performance of the activities under this agreement. Information received by Ivymount, SEEC, MSDE/DORs or DDS/RSA related to interns in the performance of the responsibilities associated with this MOA shall remain the property of the source agency that produces or creates the documents. The parties acknowledge that NIH records regarding identifiable Project SEARCH participants and/or partners may be subject to the federal Privacy Act of 1974 and other applicable laws and shall not be shared with other parties except as permitted by law.

VIII. Indemnification:

To the extent permitted by federal, Maryland, and DC law, no Party to this MOA shall assume any obligation to indemnify, hold harmless, or pay attorney's fees of another Party of the MOA that may arise from, or in any way be associated with, the performance or operation of this MOA. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any of the Parties to this MOA may be entitled under federal, Maryland, DC law, or otherwise. It is recognized that the NIH, as an agency of the U.S. Government, is precluded by law from assuming any obligation to indemnify, hold harmless, or pay attorney's fees of another party of the MOA that may arise from, or in any way be associated with, the performance or operation of this Agreement.

IX. Funding Arrangements

Any exchange of funds between or among the parties will be documented separate from this MOA. For NINOS, it is not anticipated that there will be any exchange of funds between NIH/NINOS and any other party to this MOA for purposes of Project SEARCH.

X. Non-Discrimination in Employment

The parties agree: a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment.

Signatures (Page 1 of 2)

Mary Ann Sofranko E-Signed By: Mary Ann Sofranko (Ned #0010096708)
Date: 2023-07-15 T 08:53:53.41652

Maryann Sofranko, MBA
Acting Associate Director for
Management, NINOS

Date

Walter Koroshetz E-Signed By: Walter Koroshetz (Ned #0013117804)
Date: 2023-07-16 T 22:09:40.58046

Walter J. Koroshetz,
M.D Director, NINOS

Date



Susan Holt
Executive Director,
Ivymount School

7/16/2023

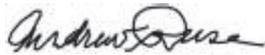
Date



Karen Lee,
Executive Director, SEEC

7/17/2023

Date



Andrew Reese,
Director, DC Department
on Disability Services
DDS/RSA

8/31/2023

Date



08/25/2023

Deputy Director,
DC Department on
Disability Services
DDS/DCRSA

Date

Signatures (Page 2 of 2)

Jody Boone

01/25/2024

Date

Jody Boone
Acting Assistant State Superintendent
Maryland State Department of Education
Division of Rehabilitation Services (DORS)

Mary L. Gable

01/25/2024

Date

Mary Gable
Interim Deputy State Superintendent
Maryland State Department of Education

Reviewed for Form and Legal Sufficiency

Elliott Schoen

Elliott Schoen
Assistant Attorney General

MEMORANDUM OF AGREEMENT

Project SEARCH Capital Area Region - Cambria Hotel Washington D.C. Capitol Riverfront

The Parties to this Memorandum of Agreement (“MOA”) are Cambria Hotel Washington D.C. Capitol Riverfront (“Host”); the District of Columbia Public Schools (“DCPS”); the DC Department on Disability Services-Rehabilitation Services (“DDS-RSA”); and SEEC (Seeking, Employment, Equality, and Community), a non-profit agency that provides community supports to individuals with intellectual and developmental disabilities (“SEEC”); hereinafter each a “Party” and collectively the “Parties.”

I. Purpose:

- The Parties to this MOA will collaborate and cooperate to manage a Project SEARCH program for adult students with intellectual and developmental disabilities (the “Program”) to be located within the Host’s hotel property located at 69 Q Street SW, Washington, DC 20024 (the “Premises”). The purpose of the Program is to provide an opportunity for young adults, at least eighteen (18) years of age with intellectual and developmental disabilities (“Participants”), to learn employability skills and acquire job skills while participating in a thirty-week intern assignment at the Host site during the DC Public Schools school year. Participants will receive a work-based learning experience related to the Host business operations as well as educational and job skill support from DCPS and SEEC, receiving wages (minimum wage) funded by DDS-RSA. The Participants are selected for the Program based on their employment goals, interests, and preferences, and their affirmative responses regarding interest in on-the-job training through internship rotations. Participants applying to the program should have an employment goal that is related to the hospitality industry. All Participants must agree to abide by all DCPS and Host policies related to protecting personal health and safety, and the health and safety of others in the community from COVID-19. All Participants will receive an hourly minimum wage of \$16.10 for up to 25 hours per week, paid directly to the Participants by DDS-RSA. Students will only receive wages upon enrolling in the payroll provider contracted by DDS-RSA. The goal upon Program completion is competitive, integrated employment utilizing the skills learned throughout the Program. This MOA specifies the roles and responsibilities of the Parties as they work in partnership to increase employment potential for persons with disabilities. The Program will be titled “Project SEARCH Capital Area Region (PSCAR).” It is modeled after and licensed by Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio, which has a goal for the achievement of competitive, integrated employment.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities:

A. Host will:

- Provide a business liaison who is available on an ongoing basis to assist with job site development, introduce Project SEARCH staff to Host employees, market the Program internally, attend periodic meetings to discuss and evaluate Program progress and coordinate Program services, and work with the instructor to reinforce workplace rules and ensure

alignment between internship-related assignments and classroom job skills instruction.

- Provide each Participant with a Host supervisor who will provide them with supervised tasks relevant to Host business operations during each Participant's scheduled internship experience. The tasks should be designed to facilitate the teaching of marketable skills to interns.
- Provide identification badges for Project SEARCH Participants and associated staff, subject to successful completion of a pre-employment background investigation according to Host's procedures.
- Provide DCPS and Participants with Host expectations regarding standards of professionalism and behavior at least two (2) weeks prior to internship start date.
- Provide access to meeting space for open houses and related meetings and events, as feasible.
- Provide reasonable accommodations for Participants as necessary and as requested.
- Consider Participants who meet eligibility requirements for possible future employment. However, nothing in this MOA is intended to require the employment of the Participants or their consideration for other training opportunities within the Host.
- Communicate with each Participant's DCPS and SEEC instructors and DDS-RSA Vocational Rehabilitation Specialist as necessary to align and coordinate Program services, and provide a designated point of contact to meet with other Parties as needed to discuss any outstanding Program issues and the future development of the Program.

B. DCPS will:

- Designate a lead staff member to assist in coordinating the efforts of the Parties, to ensure that the Program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate the success of the Program.
- Provide a Special Education Teacher with relevant professional experience whose primary responsibility will be the classroom instructional component of the Program. A qualified paraprofessional may assist the teacher where necessary. Should DCPS determine that changing conditions with respect to COVID-19, any COVID-19 variant, or any other pandemic or other similar situation require suspension of the in-person instructional component, such instruction may be delivered in a virtual setting and include virtual check-ins at set intervals during in-person internship days.
- Implement a curriculum and instructional materials that encompass employability skills, functional academics, transition, job development and job readiness. Project SEARCH curricular resources, available to personnel at licensed Project SEARCH sites, may be used (and adapted for use if necessary).
- Lead recruitment efforts for prospective Participants to apply for participation in the Program.

- Establish eligibility guidelines for the selection of Participants for the Program. DCPS will consult with DDS-RSA to ensure alignment with VR eligibility requirements. All selected Participants will have already been referred and found eligible for vocational rehabilitation services through DDS/RSA. When Participants are referred to DDS/RSA, they authorize DCPS to disclose the necessary information from their student educational records to DDS/RSA and their vendors, such as SEEC.
- Lead development of the Participants' Individualized Education Program (IEP) to include the Transition Plan.
- Monitor Participant progress and job placement while enrolled in Project SEARCH.
- Assist with public relations activities to promote Project SEARCH, recognizing that DCPS is not authorized to speak or engage on public relations activities on behalf of any of the other Parties.
- Assist Host and SEEC to develop Participant worksites and coordinate and monitor Participant activities.
- Assist with travel training for Participants as necessary before the Program begins.
- Provide expertise in instructional adaptations and accommodations for Participants and implement as necessary.
- Attend regular meetings with representatives from the Parties to this MOA to discuss and evaluate Program progress and address any concerns or issues associated with the program.
- Collect data on intern outcomes and report to all Parties (within permissible parameters of confidentiality and consent).
- Review Participant hours submitted weekly in a timekeeping portal, for accuracy, approving or denying time submissions as appropriate, so that Participants can receive their minimum wages from DDS/RSA.
- Liaise with Cincinnati Project SEARCH for technical assistance, data collection, and other issues related to model integrity.
- Work with DDS-RSA to secure long term supports/funding for Participants to ensure continuity between the Program and employment.
- Ensure that Participants are equipped to adhere to CDC and DC Health guidance pertaining to COVID-19 workplace health and safety including, where necessary, providing surgical grade masks and sanitizer for Participants and leading a routine of daily screening protocols and reminders.
- Ensure that Participants satisfy Host's requirements for individuals to access and work on Premises, including but not limited to, background checks and, if applicable, attestation to full vaccination status.

- Obtain signed agreements and authorization from Participants to share the information, data and access to records requested from Host under the terms of MOA and will provide Host with such authorization prior to the commencement of the Program.

C. SEEC will:

- Designate a 'lead' to assist in coordinating the efforts of all key partners, to supervise SEEC's Project SEARCH Capital Area Region staff, to ensure that the Program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the Program.
- Provide Skills Instructors (e.g. Employment Consultants) to work with Program Participants throughout Host sites in accordance with a schedule developed by DCPS.
- Ensure that Participants are equipped to adhere to CDC and DC Health guidance pertaining to COVID-19 workplace health and safety including, where necessary, providing surgical grade masks and sanitizer for interns and leading a routine of daily screening protocols and reminders.
- Work with Host to identify intern volunteer site opportunities for Participants and perform task analyses.
- Assist DCPS with classroom set-up, curriculum development, and work site rotation planning as needed.
- Assist DCPS with establishing eligibility guidelines and nominate Participants for program.
- Assist with recruitment activities, screening and selection of Participants.
- Coordinate travel training for Participants as necessary before the Program begins each year.
- Provide expertise in adaptations and accommodations and implement as necessary.
- Work with DDS-RSA VR Specialist for each Participant to allow for authorization and funding of job coaching and job development (for Participants who are eligible for such services).
- Provide education and training to Host's employees regarding supporting people with disabilities in the workplace as necessary.
- Attend regular team and leadership meetings with the Parties to this MOA to discuss and evaluate program and Participant progress.
- Assist with public relations activities to promote the Program.
- Liaise with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

- Secure long term supports/funding for Participants to ensure continuity between internship and employment.

D. DDS/RSA will:

- Subject to appropriated funds and other budgetary restrictions, provide authorization and funding to SEEC for the delivery of job readiness training, job coaching, job development, and education in employability skills, functional academics and job readiness skills for Participants consistent with the Participant’s Individualized Plan for Employment (IPE).
- Provide uniforms, as needed, and any necessary assistive technology as indicated in the Participant’s IPE. Provide necessary assistive technology maintenance, consistent with DDS/RSA policies and the Participant’s IPE.
- Subject to appropriated funds and other budgetary restrictions, compensate Participant’s through wages (minimum wage) at a rate of \$16.10 per hour for up to twenty-five (25) hours per week, for Participants.
- Assume financial and administrative responsibility for the licensing agreement with Project Search.
- Provide expertise and assistance in adaptations and job accommodations.
- Assist with recruiting prospective Participants to apply for participation in the Program.
- Help establish eligibility guidelines and assist with the selection process of Participants for the Program.
- Designate one liaison to attend regular meetings to discuss, plan, and evaluate Program progress.
- Assist with public relations activities to promote Project SEARCH, recognizing that DDS/RSA is not authorized to speak or engage on public relations activities on behalf of any of the other Parties.

III. Objectives:

All Parties will work collaboratively to:

- Provide internship opportunities for up to twelve (12) Participants during the DCPS school year.
- Provide support in accordance with the roles and responsibilities outlined in this MOA, to maximize success of the Participants.
- Continue to develop additional internship sites as the Program progresses.

- Regularly monitor progress and provide status updates and input to develop a status report of the program support provided and the status of IEPs, IPEs, and/or Individual Service Plans, as appropriate, and any unresolved matters regarding each student to whom DCPS, DDS/RSA, or SEEC has provided services pursuant to this MOA.
- Publicize the collaboration and Program activities with written materials, presentations, and use of media. Subject to each Party's approval, all Parties at their own discretion shall be included and acknowledged in publicity, outreach and graduation materials. No Party shall use the name, logos, trademarks, trade names or employees (and in the case of the Host, buildings or collections) of another without the approval of the other Party. Nothing may appear as an endorsement or imply endorsement of the other parties. If necessary, disclaimer language to that effect may be required.

IV. Duration of MOA:

The effective date of this MOA will be the date of final party signature to August 31, 2025. The Parties may renew this Agreement for additional terms, a school year, or any fraction thereof, by written agreement signed by both Parties.

V. Effect of MOA:

This MOA is not intended to create legally binding obligations on any Party to this MOA. Any activity conducted under this MOA is at the discretion of each of the Parties and is subject to the availability of appropriated funds.

VI. Relationship of Parties:

No agent or employee of any Party shall be deemed an agent or employee of any other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This MOA is executed for the benefit of the Parties and the public generally. It is not intended, nor may it be construed, to create any third-party beneficiaries.

VII. Additional Provisions:

Participants are DCPS students and shall not be considered associates and/or employees of Host or Choice Hotels International, Inc. or any of its affiliates, subsidiaries, parent, shareholders or owners affiliates ("Affiliates" and collectively with Choice Hotels) for any purposes including, but not limited to, workers' compensation. Participants are not entitled to participate in any of the benefit plans or programs that Choice Hotels maintains for its employees, and participants shall not hold themselves out as an employee, agent, officer, or representative of Host or Choice Hotels. The Parties understand and agree that participants are not guaranteed employment at Host or Choice Hotels upon completion of the Program.

This MOA shall not create any employment or agency relationship between Host or Choice Hotels and DDS-RSA, DCPS, or any employee, agent or apprentice of DDS-RSA or DCPS other than the participant relationship expressly contemplated herein. Neither DDS-RSA's nor DCPS' employees shall be entitled or eligible to participate in any benefits or privileges given or extended by Choice Hotels to its employees.

DDS/RSA will provide the compensation referenced in Section II.D to Participants and comply with all applicable laws. Participants shall not receive any stipend or other wages, benefits, or compensation from Host or Choice Hotels. Neither Host nor Choice Hotels shall be responsible for Participant transportation or meals.

The Parties acknowledge and agree that at no point during the term of this MOA or thereafter shall any other Party provide Host or Choice Hotels with any monetary consideration in connection with Host's participation in the Program. It is specifically agreed that the Parties shall not be responsible for costs or expenditures incurred by another party in the conduct of the Program.

Where Participants complete internship assignments resulting in the development of work product of the type reasonably used by Host for future Host business operations ("Work Product"), such Work Product shall be the property of Host from inception and belong exclusively to Host; provided, however, DCPS has an exclusive license to display, reproduce, and publish such Work Product for student evaluation purposes and any other internal, non-commercial purposes. In addition, where Participants complete internship assignments resulting in the development of work product that has no reasonable Host business application ("Student Work"), such Student Work shall be considered property of DCPS from inception and belong exclusively to DCPS.

VIII. Confidential Information:

Each Party will treat all information and materials received from the another Party, including, but not limited to, the terms of this MOA, and any pricing or other financial information related to the Program ("Confidential Information") as strictly confidential and with at least the same degree of care to prevent unauthorized use of, access to, or disclosure of the Confidential Information that it uses to protect its own most valuable confidential and proprietary information, but in no event less than a reasonable standard of care. Confidential Information may be disclosed to a Party in written or other tangible form (including on electronic or magnetic media) or by oral, visual, or other means. Each Party may use Confidential Information only for the purpose of performing its obligations under this MOA. Each Party will disclose or permit access to Confidential Information only to its employees and representatives who have a need to know the Confidential Information. Each Party will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom it discloses the Confidential Information. Confidential Information does not include information that is publicly available, that is obtained from independent sources free of any obligation, other than through improper disclosure, or that is developed independently of and without reference to the Confidential Information. If required by law, rule or regulation or court order to disclose any Confidential Information, the disclosing Party will promptly notify the owning Party in writing prior to making any disclosure and will reasonably cooperate with any effort by such Party to obtain a protective order or other remedy. At any Party's request, a Party will promptly return or destroy all Confidential Information in its possession or control and certify the same. The Parties to this MOA must abide by all applicable laws and regulations with respect to the use, safeguard and disposal of information acquired in the performance of the activities under this MOA. To the extent Parties receive education records information from DCPS, Parties agree to safeguard such information in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Information received by DCPS or DDS/RSA related to students in the performance of the responsibilities associated with this MOA shall remain the property of the source agency that produces or creates the documents.

IX. Termination

Any Party may terminate this MOA by giving the other Parties at least thirty (30) days written notice. The terminating Party/ies may agree to meet during the 30-day notice period to discuss the reasons for termination and for the purpose of renegotiating or modifying the MOA.

X. Modifications

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

XI. Insurance

- A. GENERAL REQUIREMENTS. Host, at its sole expense, shall procure and maintain, during the entire duration of this MOA, the types of insurance specified below. Host shall have its insurance broker or insurance company submit a Certificate of Insurance to DCPS giving evidence of the required coverage prior to commencing performance under this MOA. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by DCPS. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should Host decide to engage a subcontractor for segments of the work under this MOA and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, Host shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by DCPS to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to Host and DCPS. Host must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If Host decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as Host.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by Host and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this MOA, with the understanding that any affirmative obligation imposed upon Host or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of Host or its subcontractors, and not the additional insured. The additional insured status under Host's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DCPS in writing. All of Host's and its subcontractors' liability policies (except for workers' compensation

and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this MOA by Host or its subcontractors, or anyone for whom Host or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If Host and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Host and subcontractors.

0. Commercial General Liability Insurance (“CGL”) – Host shall provide evidence satisfactory to DCPS with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DCPS in writing), covering liability for all ongoing and completed operations of Host, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an insured contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
1. Automobile Liability Insurance – Host shall provide evidence satisfactory to DCPS of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by DCPS in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by Host, with minimum per accident limits equal to the greater of (i) the limits set forth in Host’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
2. Workers’ Compensation Insurance – Host shall provide evidence satisfactory to DCPS of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the MOA is performed.
3. Employer’s Liability Insurance – Host shall provide evidence satisfactory to DCPS of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
4. Cyber Liability Insurance – Host shall provide evidence satisfactory to DCPS of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Host in this MOA and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to ORM for compliance review.

5. Sexual/Physical Abuse & Molestation – Host shall provide evidence satisfactory to DCPS with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to ORM for compliance review.
 6. Commercial Umbrella or Excess Liability – Host shall provide evidence satisfactory to DCPS of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in Host’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
 - C. DURATION. Host shall carry all required insurance for two years following final acceptance of the work performed under this MOA.
 - D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit Host’s liability under this MOA.
 - E. HOST’S PROPERTY. Host and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance.
- G. NOTIFICATION. Host shall ensure that all policies provide that DCPS shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. Host shall provide DCPS with ten (10) days prior written notice in the event of non-payment of premium. Host will also provide DCPS with an updated Certificate of Insurance should its insurance coverages renew during the MOA.
- H. CERTIFICATES OF INSURANCE. Host shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding MOA. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And e-mailed to the attention of:
Conchita Hudson-Hall
Deputy Chief, Compliance and Policy
District of Columbia Public Schools
1200 First St, NE 9th Fl
Washington, DC 20002
Conchita.Hudson-Hall@k12.dc.gov**

DCPS may request and Host shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by Host expires prior to completion of the MOA, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DCPS prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DCPS on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. Host agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by Host, its agents, employees, servants or subcontractors in the performance of this MOA.
- J. CARRIER RATINGS. All Host's and its subcontractors' insurance required in connection with this MOA shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

XII. Funding

No specific funding commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. DCPS shall be under no obligation to provide funding or payment to Host or any other Party.

XIII. Non-Discrimination

Host shall not discriminate against anyone participating in the internship either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.

XIV. Notices and Contact Persons

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing, sent by a recognized form of communication and by any recognized delivery method to the same parties.

DCPS: Ashlie Roney
Director, Transition
District of Columbia Public Schools
Division of Specialized Instruction, Transition Team
1200 First Street NE, 8th Floor
Washington, DC 20002
T: (202)329-9177
Ashlie.Roney@k12.dc.gov

RSA: Angela Spinella
Program Manager, Transition
Rehabilitation Services Administration (RSA)
250 E Street SW
Washington, DC 20024
T: (202) 442-8400
Angela.Spinella@dc.gov

HOST: Elif Sen
General Manager
Cambria Hotel Washington D.C. Capitol Riverfront
69 Q Street, SW
Washington, DC 20024
T: (202) 220-8400 Ext. 2960
elif.sen@cambriadccapitolriverfront.com

SEEC: Nancy Eaby
Program Director
8905 Fairview Road
Silver Spring, MD 20910
T: (301) 576-9000
Neaby@seeonline.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA.

Copies of correspondence related to modification, extension or termination of this Agreement, any legal matters concerning this Agreement or any other transactions stemming from this Agreement shall be furnished to these individuals with additional copies to:

Quinne Harris-Lindsey
Interim General Counsel
District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, DC 20002
Tel: (202) 246-0171
Email: Quinne.Harris-Lindsey@k12.dc.gov

XV. Anti-Deficiency

The Parties to this MOA acknowledge and agree that the respective duties of DCPS, and DDS/RSA to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into by the Parties pursuant to this MOA, are and shall remain subject to the availability of funds and the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. If such funds cease to become available, then this MOA shall cease to have effect and all Parties shall be released from their obligations under this MOA. Notwithstanding the foregoing, if the funds described above become unavailable, the Parties will work together to wind down the Program in an orderly fashion to the extent reasonably possible.

XVI. Miscellaneous

Each of the Parties will be responsible for the compensation, benefits, insurance coverage, training and employment terms and conditions of their own employees, including but not limited to workers' compensation coverage, while participating in any aspect of this Program.

If an employee of any Party notices a dangerous or hazardous condition or environment or situation in the location where this Program is being conducted, they shall immediately report such situation and take all steps reasonably necessary to protect the Participants and remove them from that location/situation.

The Parties and their respective representatives, having the opportunity to adequately read the above-stated provisions; acknowledge their full understanding and acceptance of those terms and conditions of the MOA by affixing their respective signatures below. The Parties agree that the MOA may be signed in counterparts, all of which will be construed and treated as one document, becoming effective and binding upon the Parties on the date of the last signature hereto. Signatures to this MOA submitted via facsimile or electronic formats (including, but not limited PDF files) shall be binding and enforceable as originals. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

The government of the District of Columbia is a self-insured public entity that retains and finances its financial responsibility for workers compensation and employer's liability, public liability, and property

exposures under a comprehensive self-insurance program. Accordingly, all claims for any injuries suffered by District Government employees or any damages or injuries caused by such employees while they are participating in Project SEARCH activities within the Host facilities shall be submitted to the District of Columbia Office of Risk Management for resolution. Host, SEEC, DDS/RSA and DCPS each remain liable for any injuries suffered by their respective employees or any damages or injuries caused by their employees while they are participating in Project SEARCH activities at the Premises.

XVII. Indemnification:

To the extent permitted by federal, and DC law, no Party to this MOA shall assume any obligation to indemnify, hold harmless, or pay attorney’s fees of another Party of the MOA that may arise from, or in any way be associated with, the performance or operation of this MOA. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any of the Parties to this MOA may be entitled under federal, DC law, or otherwise.

XVIII. Compliance with Laws

The Parties shall comply with all applicable laws, codes, regulations, ordinances and rules with respect to the terms of this MOA and provision of the Program.

Signatures:

	
Elif Sen	Date
General Manager, Cambria Hotel Washington D.C. Capitol Riverfront	
	4/12/2023
Karen Lee	Date
Executive Director, SEEC	
	06/07/2023
Darryl T. Evans	Date
Deputy Director, Rehabilitation Services Administration, Department on Disability Services	
	6/7/2023
Andrew Reese	Date
Director, Department on Disability Services	
	7-17-2023
Lewis D. Ferebee, Ed.D.	Date
Chancellor, District of Columbia Public Schools	

**MEMORANDUM OF AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES /
REHABILITATION SERVICES ADMINISTRATION
AND
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

This MEMORANDUM OF AGREEMENT (“Agreement” or “MOA”) is entered into between the DISTRICT OF COLUMBIA (“District”) OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (“OSSE”) and the DEPARTMENT ON DISABILITY SERVICES (“DDS”), particularly its REHABILITATION SERVICES ADMINISTRATION (“RSA”), collectively referred to herein as the “Parties”.

I. INTRODUCTION & BACKGROUND

OSSE is the State Education Agency (“SEA”) in the District and is 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)) (“IDEA”). DDS/RSA is the lead District agency responsible for providing vocational rehabilitation, job training, and placement services pursuant to the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701, *et seq.*).

OSSE, as the SEA, also collects educational data from publicly funded District of Columbia Local Education Agencies (“LEAs”) and schools. In its role as the SEA for the District, OSSE is responsible for protecting the confidentiality of personally identifiable information (“PII”) in education records and for ensuring that disclosure of such PII complies with all applicable laws, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (“FERPA”) and 34 CFR Part 99.

DDS is the District agency that provides residents of the District of Columbia with information, oversight, and coordination of services for people with disabilities and those who support them, such as service providers and employers. Operating under DDS, RSA provides a holistic approach in assisting District residents who have mental, physical, or sensory disabilities that affect their ability to work. RSA provides services and supports to people with disabilities that lead to employment, economic self-sufficiency, and independence. RSA also provides vocational rehabilitation (“VR”), job training, and job placement services pursuant to the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.* and the amendments to the Rehabilitation Act made by Title IV of the Workforce Innovation and Opportunity Act (WIOA) signed into law July 22, 2014.

II. PURPOSE & OVERVIEW

The purpose of this MOA is to ensure that the Parties, in accordance with the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (“WIOA”) establish a collaborative partnership that will facilitate the transition of students with disabilities age fourteen (14) to twenty-one (21) , to include the semester in which a student turns twenty-two (22), from

secondary school to the achievement of their desired post-school outcomes, with a focus on competitive, integrated employment, post-secondary education, training and lifelong learning, community participation, and healthy lifestyles. This Agreement is entered into by the Parties to facilitate the provision of pre-employment transition services and transition services to all District students with disabilities who need those services, and attend District of Columbia Public Schools, District of Columbia public charter schools, or non-public special education schools funding by the District of Columbia; and for the purpose of accessing and using educational data and information between the Parties in a manner consistent with the IDEA.

Transition services, as defined by the Rehabilitation Act, as amended by WIOA is a coordinated set of activities for a student or youth with disability, which are:

- A. designed within an outcome-oriented process that promotes movement from school to post-school activities, including post-secondary education, vocational training, competitive, integrated employment, supported employment, continuing and adult education, adult service, independent living, or community participation;
- B. based upon the individual student or youth's needs, considering the student or youth's preferences and interests;
- C. that includes instruction in community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation;
- D. that promotes or facilitates the achievement of the employment outcome identified in the student or youth's individualized plan for employment; and
- E. includes outreach to and engagement of the parent, or as appropriate, the representative of such a student or youth with a disability.

Transition services as defined by IDEA and its implementing regulations, are a coordinated set of activities designed to facilitate a student's movement from school to post-school activities and are based on the student's needs, strengths, preferences, and interests (*see* 20 U.S.C. § 1401(34); 34 CFR § 300.43). Transition services include: instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and provision of a functional vocational evaluation (*Id.*) that promotes or facilitates the achievement of the employment outcome identified in the student or youth's individualized plan for employment; and includes outreach to and engagement of the parent, or as appropriate, the representative of such a student or youth with a disability.

The Rehabilitation Act of 1973, as amended by WIOA, further expands the responsibility of DDS/RSA to provide transition services, including "pre-employment transition services", to students with disabilities who are eligible or potentially eligible for vocational rehabilitation services. A student with a disability as outlined in 34 C.F.R. § 361.5(c)(51) is defined as an individual with a disability in a secondary, postsecondary, or other recognized education program. This includes any student that falls within the requirements for minimum and maximum age (14-

21, to include the semester in which a student turns twenty-two (22)), and is either eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act or is a student who is an individual with a disability, for purposes of section 504 of the Rehabilitation Act. Under the Rehabilitation Act, as amended by WIOA and its implementing regulations, a formal interagency agreement is required of DDS/RSA with the State Education Agency (OSSE), that at a minimum provides for:

- A. The facilitation and coordination of the smooth transition of students with disabilities from school to post-school activities, including the receipt of Pre-Employment Transition Services, transition services and other vocational rehabilitation (“VR”) services.
- B. A mechanism for VR agencies, state educational agencies (SEAs) and, as appropriate, LEAs to clearly specify the plans, policies, and procedures for coordinating services to facilitate the transition of students, including at a minimum:
 1. Pre-Employment Transition Services;
 2. Consultation and technical assistance to assist educational agencies in planning for the transition of students; (Rehabilitation Act)
 3. Transition planning by vocational rehabilitation and educational personnel that facilitates the development and implementation of a student's individualized education program (IEP); (Rehabilitation Act, IDEA)
 4. Roles and responsibilities, including financial and programmatic responsibilities of each agency to ensure FAPE;
 5. Outreach to and identification of students with disabilities in need of transition services and Pre-Employment Transition services (Rehabilitation Act), including a process and responsibilities of LEAs in facilitating referrals of students with disabilities to VR; (IDEA)
 6. Coordination to satisfy the documentation requirements set forth in section 511 of the Rehabilitation Act regarding students with disabilities who are seeking subminimum wage employment; (Rehabilitation Act)
 7. Conditions, terms, and procedures for reimbursement to LEAs by other agencies; (IDEA)
 8. Procedures for resolving interagency disputes under the agreement, including procedures for LEAs to initiate the process; (IDEA) and an
 9. Assurance that neither the SEA nor the LEA will enter into an arrangement with an entity holding a special wage certificate under section 14(c) of the Fair Labor Standards Act for the purpose of operating a program under which a youth with a disability is engaged in work at a subminimum wage; (Rehabilitation Act)

DDS/RSA in collaboration with the State Education Agency (OSSE) is required to revise the formal interagency agreement, as required under 34 CFR § 361.22(b)(1), to identify how the state education agency and the state VR agency will collaborate in the provision of pre-employment transition services, and other transition services. Both 34 CFR § 361.22(c) and 34 CFR § 300.324(c)(2), provide that neither the VR agency nor the LEA may shift the burden for providing services for which it otherwise should be responsible, to the other agency. Therefore, decisions as

to which entity will be responsible for providing services that are both special education services and vocational rehabilitation services must be made at the state and, as appropriate, local level as part of the collaboration between the VR agency, state educational agency, and as appropriate, LEAs.

Pre-Employment Transition Services represent the earliest set of services available for students with disabilities who are eligible or potentially eligible for VR services, are short-term in nature, and are designed to help students identify career interests, which may be further explored through additional VR services, such as transition services and other individualized VR services.

Pre-Employment Transition Services specifically include the provision of the following required activities to all students with disabilities who need them (*see* 29 U.S.C. § 733; 34 C.F.R. § 361.48(a)(2)):

- A. Job exploration counseling;
- B. Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that are provided in an integrated environment to the maximum extent possible;
- C. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
- D. Workplace readiness training to develop social skills and independent living skills; and
- E. Instruction in self-advocacy (including instruction in person-centered planning), which may include peer mentoring (including peer mentoring from individuals with disabilities working in competitive integrated employment)

Pre-Employment Transition Services also include coordination activities that are essential for arranging and providing pre-employment transition services, and they include:

- A. Attending Individualized Education Program (IEP) meetings, when invited;
- B. Working with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities;
- C. Working with schools to coordinate and ensure the provision of pre-employment transition services; and
- D. Attending person-centered planning meetings for students with disabilities receiving services under Title XIX of the Social Security Act when invited.

Each state must ensure that the DSU, in collaboration with LEAs involved, provide, or arrange for the provision of, pre-employment transition services for all students with disabilities, as defined in 34 C.F.R. § 361.5(c)(51), in need of such services, without regard to the type of disability, from Federal funds reserved in accordance with 34 C.F.R. § 361.65, and any funds made available from state, local, or private funding sources. Funds reserved and made available may be used for the required, authorized, and pre-employment transition coordination activities. When funds remain after providing the above required activities, DDS/RSA is also authorized to fund the following

activities to improve the transition of students with disabilities from school to postsecondary education or employment:

- A. Implementing effective strategies to increase the likelihood of independent living and inclusion in communities and competitive integrated workplaces
- B. Developing and improving strategies for individuals with intellectual disabilities and individuals with significant disabilities to live independently; participate in postsecondary education experiences; and obtain, advance in, and retain competitive integrated employment
- C. Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities;
- D. Disseminating information about innovative, effective, and efficient approaches to implement pre-employment transition services;
- E. Coordinating activities with transition services provided by local education agencies (“LEA s”) under IDEA
- F. Applying evidence-based findings to improve policy, procedure, practice, and the preparation of personnel, to better achieve the goals of this section;
- G. Developing model transition demonstration projects;
- H. Establishing or supporting partnerships involving the LEAs, DDS/RSA, and DDS/Developmental Disability Administration, private businesses, or other participants to achieve the goals of improved transition outcome; and
- I. Disseminating information and strategies to improve the transition to postsecondary activities of individuals who are members of traditionally unserved or underserved populations.

Partnering with local schools, DDS/RSA ensures that students who are eligible or potentially eligible for vocational rehabilitation services receive transition services to help people prepare for and achieve long-term employment goals. Pre-Employment Transition Services are available to any student with a disability (IEP or 504 plan) ages 14 –22, enrolled in a secondary or post-secondary education setting. DDS also helps youth diagnosed with an Intellectual Disability transition to adult services with the Developmental Disabilities Administration (“DDA”). This MOA will assist in coordination of services by the state vocational rehabilitation agency to deliver services to LEAs.

III. PROGRAM GOAL AND OBJECTIVES

This MOA is based on the following principles:

- A. The Parties acknowledge that OSSE in its role as SEA is responsible for ensuring that secondary transition planning and services are provided as a component of a free appropriate public education (“FAPE”) to eligible students with disabilities, ages 14 to 22, or younger when determined appropriate by the Individualized Education Program (“IEP”) team or pursuant to Federal and District of Columbia law.
- B. The Parties have a common and concurrent interest in working cooperatively to ensure that individuals 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 post-secondary education, vocational training, and employment.

- C. The Parties have a common interest in assisting local agencies in developing and initiating vocational programs and services to individuals with disabilities.
- D. The Parties acknowledge that OSSE in its role as the SEA has general supervisory responsibility over the educational program of any public agency providing FAPE in accordance with the IDEA to eligible students with disabilities, ages birth to 22.
- E. The Parties acknowledge that DDS/RSA is the Designated State Unit (“DSU”) responsible for the administration and provision of vocational rehabilitation services. The Parties acknowledge that DDS/RSA aims to ensure that all students with disabilities who need them and are eligible or potentially eligible for VR services have access to Pre-Employment Transition Services while in secondary school. In accordance with 34 C.F.R. § 361.22 - The development and approval of an IPE should be as early as possible during the transition planning process and not later than the time a student with a disability determined to be eligible for vocational rehabilitation services leaves the school setting or, if the DSU is operating under an order of selection, before each eligible student with a disability able to be served under the order leaves the school setting to ensure there is adequate planning for all students with disabilities to achieve post-secondary success in training, post-secondary education or employment. The Parties agree that the IPE for a student with a disability must be coordinated with the IEP or 504 services, as applicable, for that individual in terms of the goals, objectives, and services identified in the education program. The Parties agree that the student or, as appropriate, the student’s representative have a choice in the development of the IPE and in accordance with 34 C.F.R. § 361.46(a)(1) requires the IPE to be consistent with the individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, career interest, and informed choice consistent with the general goal of competitive integrated employment (except that in the case of an eligible individual who is a student or a youth with a disability, the description may be a description of the individual’s projected post-school employment outcome) which is administered by DDS/RSA, and that it must be signed and dated by the student and/or a designated party and a DDS/RSA Vocational Rehabilitation (“VR”) Specialist in accordance with applicable federal regulations. (See 34 C.F.R. § 361 *et seq.*)
- F. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or District of Columbia law.
- G. As the SEA, OSSE has a specific obligation to ensure that students with disabilities receive educational and post-secondary supports, including employment services to assist in post-secondary transitions in accordance with the IDEA Part B. Transition services, as defined by IDEA and its implementing regulations, are a coordinated set of activities designed to facilitate a student’s movement from school to post-school activities. The Rehabilitation Act of 1973, as amended, requires RSA to provide “Pre-Employment Transition Services” to students with disabilities, ages 14 to 22, who are eligible or potentially eligible for vocational rehabilitation services. This includes any student with a physical or mental impairment that results in a substantial impediment to employment, a student with an Individualized Education Program (“IEP”), or a student who is eligible for a 504 Plan. Under

WIOA, RSA is required to maintain a formal interagency agreement, as also required under 34 C.F.R. § 361.22(b)(1), to identify how the SEA and the state vocational rehabilitation agency will collaborate in the provision of pre-employment transition services.

- H. OSSE and RSA have a shared interest in ensuring students with disabilities receive vocational rehabilitation, job training, and placement services, as appropriate. Thus, the purpose of this Agreement is to facilitate the exchange of data necessary to ensure that students with disabilities have access to VR supports, including job training, employment services, and transition assistance. OSSE has an obligation to protect the privacy of the records shared through this Agreement as outlined by the Joint Guidance on Data Matching to Facilitate WIOA Performance Reporting and Evaluation issued in August 2016 by the U.S. Department of Education and the U.S. Department of Labor.

IV. SCOPE OF SERVICES

A. RESPONSIBILITIES OF OSSE

1. Subject to Section IV.B.1 below, OSSE will provide to RSA the data elements described in the Appendix A, which is incorporated into this Agreement by reference. Any changes made to Appendix A shall be agreed to in writing by the Parties.
2. OSSE will establish and maintain policies and procedures and, as appropriate, provide technical assistance to LEAs to ensure:
 - a. Students with IEPs have been provided with a course of study and graduation plan at the appropriate age, as required by District of Columbia law.
 - b. LEAs conduct age-appropriate transition assessment(s), at a minimum, in areas of education, training, and employment, and, where appropriate, independent living.
 - c. The IEP team considers in the development of the IEP, a coordinated set of activities to assist the student in reaching his/her post-school goals.
 - d. LEAs are encouraged to establish a point of contact to support coordination with DDS/RSA.
 - e. Students with IEPs have an appropriate and meaningful set of goals and services within the Transition Goals and Services section of the IEP.
 - f. Students with IEPs who are placed in a nonpublic special education school or program have the same opportunities for a high-quality education including secondary transition services, as other students with disabilities attending schools in the LEA.
 - g. The LEA provides a Summary of Performance (“SOP”) prior to graduation or the age at which the student exceeds the District of Columbia’s age eligibility for a free appropriate public education.
 - h. Training and technical assistance are provided to LEAs regarding this agreement, OSSE’s Secondary Transition Policy, and best practices.

- i. Meet quarterly to review aggregate data sets related to key performance indicators for both agencies, such as LEA secondary compliance rates and RSA service delivery rates, as agreed upon by both agencies annually.
- j. Shared responsibility for publication, dissemination, and explanation of this MOA as well as any accompanying guidance.
- k. Collaboration with the Statewide Secondary Transition Community of Practice (“CoP”) to improve consistency and level of engagement in the mutual processes, such as enrollment, eligibility determination and annual reviews about individual consumers (IEPs, IPEs, and ISPs).
- l. Share resources, provide information, assistance, and links to training via the CoP and its website.
- m. In its general supervisory role under IDEA as the SEA, OSSE will monitor LEAs to ensure compliance with IDEA Part B, including timely and appropriate secondary transition planning.
- n. OSSE will require LEAs to invite DDS/RSA staff, where the parent or adult student consent, to IEP meetings where a student needs or could benefit from VR services to achieve an employment outcome. LEAs will also be encouraged by OSSE to initiate and/or cooperate appropriately with RSA in the development of graduation plans, technical preparation (tech prep) programs of study, vocational components and transition goals and services of the IEP.
- o. OSSE will work with DDS/RSA to implement a system to jointly identify students eligible for DDS/RSA services. Specifically, OSSE will annually provide DDS/RSA a list that includes the names of all public charter and non-public schools in which DC transition-age individuals with disabilities may be placed, along with contact information for each school. DDS/RSA will then assign a VR specialist to each school to ensure that information is provided to each school about the availability of VR services, and instructions regarding the process for referrals and applications.
- p. OSSE will encourage Special Education Coordinators to work cooperatively with VR Specialists within the schools to provide appropriate information and services to students with disabilities and their families, through training and technical assistance commensurate with best practices.
- q. OSSE will make available appropriate in-service training and technical assistance to staff of LEAs and nonpublic schools that serve transition age students to ensure compliance.
- r. OSSE will provide appropriate in-service training and technical assistance to VR Specialists within the schools in best practices in transition planning to promote positive post-school an.
- s. OSSE will provide District of Columbia and federal funds to LEAs for the development of comprehensive special education services to identified transition-aged individuals with disabilities.

B. RESPONSIBILITIES OF DDS/RSA