



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES

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

Department on Disability Services
FY2021-2022 Performance Oversight
Pre-Hearing Questions

Agency Organization

- 1. Please provide a current organizational chart for DDS and identify the number of full-time equivalents at each organizational level. If applicable, please also provide RSA and DDA's organizational charts, to the activity level.**

Please see Attachment A: DDS Organizational Chart through January 31, 2022.

- 2. Please provide an explanation of any organizational changes made during FY21 or to date in FY22.**

No organizational changes were made during FYs 2021 or to date in 2022. The agency is currently recruiting internally for the Deputy for Quality Assurance and Performance Management Administration (QAPMA). During the recruitment process for this position, we decided that the State Office of Policy, Planning and Innovation (SOPPI) will report directly to the Director, rather than through the Deputy for QAPMA. This change will allow the Deputy for QAPMA to ensure that the work of the Culture on Quality Work Group, which was begun prior to the pandemic gets back on track. It will also enable DDS to fully implement the agency's vision of a unified quality and performance management administration that supports the agency and provides oversight and technical assistance to all provider agencies. This change will also ensure that the Director is directly involved with SOPPI as it considers how to implement innovative practices based on what has been learned during the pandemic.

- 3. Please identify the number of full-time equivalents at each DDA organizational level and the employee responsible for the management of each program and activity.**

Please see Attachment A: DDS Organizational Chart through January 31, 2022.



- 4. Please identify the number of full-time equivalents at each RSA organizational level and the employee responsible for the management of each program and activity.**

Please see Attachment A: DDS Organizational Chart through January 31, 2022.

- 5. How many vacancies were posted during FY21? To date in FY22? Please identify each position, how long the position was vacant, what steps have been taken to fill the position, whether the agency plans to fill the position, and whether the position has been filled.**

Please see Attachment B: DDS Vacancy and Posting for FY21 and FY22.

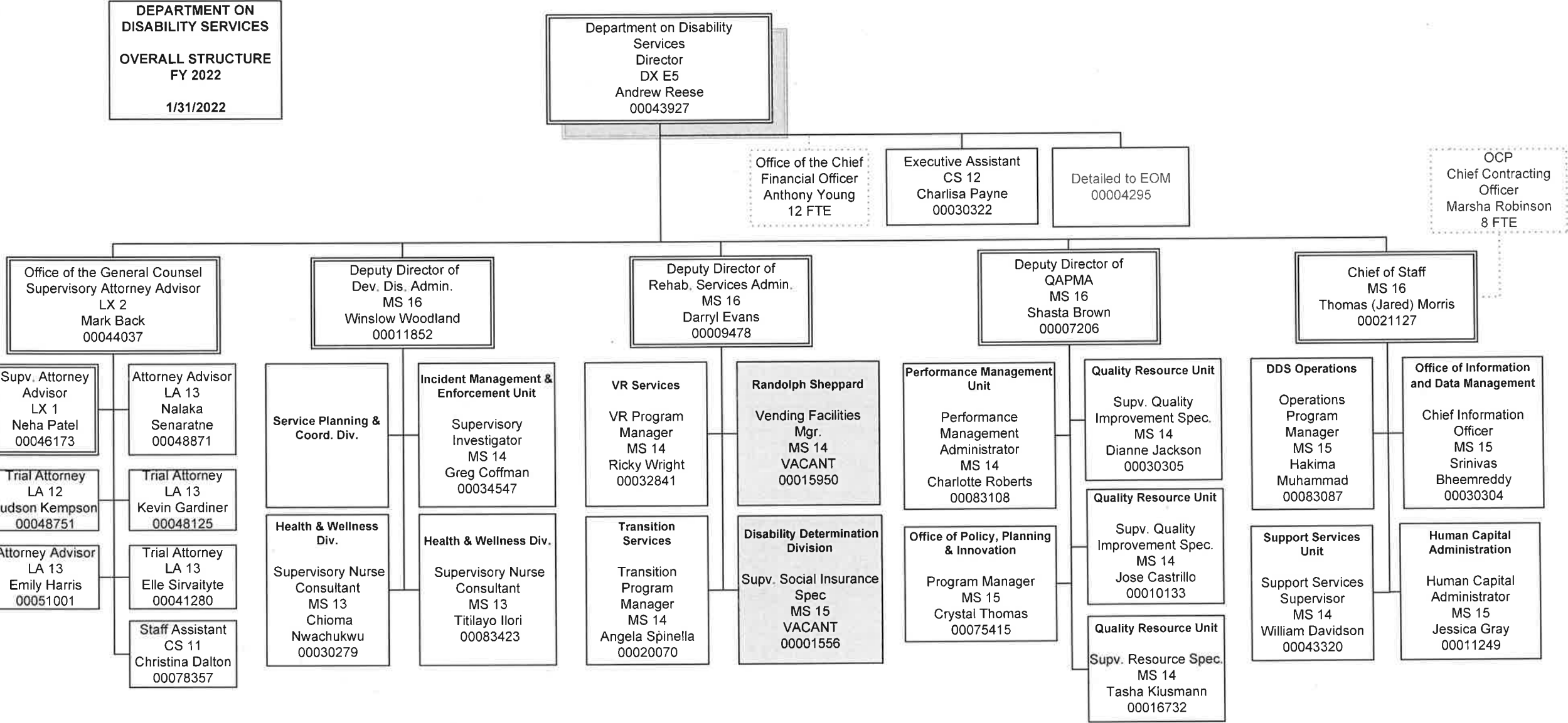
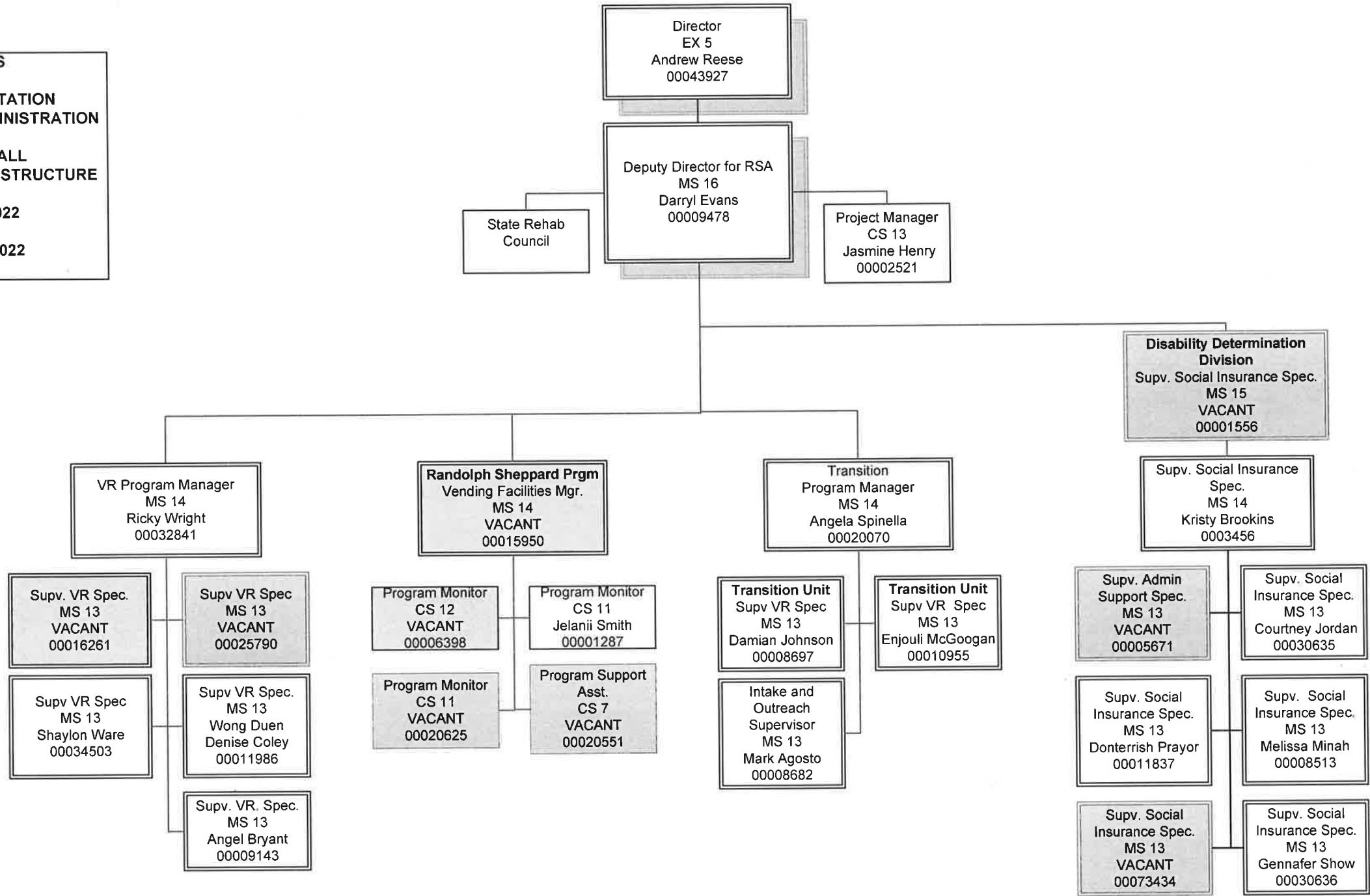


CHART 1

DDS
REHABILITATION
SERVICES ADMINISTRATION
OVERALL
MANAGEMENT STRUCTURE
FY 2022
1/31/2022



**DDS
REHABILITATION
SERVICES**

**Programs
VR Services Division**

FY 2022

1/31/2022

Director
EX 5
Andrew Reese
00043927

Deputy Director for RSA
MS 16
Darryl Evans
00009478

Vocational Rehabilitation
Program Manager
MS 14
Ricky Wright
00032841

Business Relations
Spec.
CS 13
Sylvia Bailey- Charles
00030603

Supv VR Spec
MS 13
VACANT
00016261

VR Spec.
(Bilingual)
CS 12
Gladis Gonzalez
00008792

VR Spec
CS 11
Christina Mobley
00030617

VR Spec
CS 11
Katarzyna Long
00011924

VR Spec
CS 12
Queen Njonguo
00020668

VR Spec
CS 12
Joshua Nyarko
00020205

VR Spec
CS 11
Catherine Smith
00000657

VR Spec
CS 11
Germesa Ellis
00021853

Rehab. Assistant
CS 8
Sharma Williams
00030628

Supv VR Spec
MS 13
VACANT
00025790

VR Spec
CS 12
Raymond Kinlaw
00030614

VR Spec
CS 12
Drew Franklin
00015653

VR Spec
CS 11
Angelique
McKee
00023970

Rehab Asst
CS 8
Lakedia Edwards
00016093

VR Spec.
CS 11
Reginald Stanley
00020019

VR Spec
CS 11
Pamela Fields-
Jenkins
00007652

Employment
Coordinator
CS 12
Abimbola
Akingbade
00012389

VR Spec
CS 11
Deborah Rider
00009383

VR Spec
CS 11
Chineze
Omekam
00030606

Supv VR Spec
MS 13
WongDuen Denise Coley
00011986

VR Spec
CS 12
Inga Lyons
00030626

VR Spec
CS 11
Joyce Johnson
00030705

Rehab Asst.
CS 8
VACANT
00030350

VR Spec.
CS 11
Awet Russom
00024960

VR Spec
CS 12
Maranda Hairston
00004839

VR Spec
CS 12
Danae Williams
00030616

VR Spec
Evaluator
CS 12
Ashley Orr
00010763

VR Spec.
CS 11
Nebyat Daniel
00030605

VR Spec
CS 12
Senait Horsea
00030622

VR. Spec.
CS 12
Latrice Nesbit
00024996

Supv VR Spec
MS 13
Shaylon Ware
00034503

VR Spec
CS 12
Michael Handon
00025279

VR Spec.
CS 11
Robert Dewitt
00011878

Rehab Asst.
CS 8
Sharon Williamson
00022531

VR Spec
CS 11
Angela Guerra
00009647

VR Spec
CS 11
Melissa
McCollough
00044631

Employment
Coordinator
Spec.
CS 12
Jeran Moultrie
00000714

VR Spec.
CS 11
Alecia Trunk
00009440

VR Spec
CS 12
Adedayo Adeala
00016300

Supv VR Spec.
MS 13
Angel Bryant
00009143

Blind Rehab Spec.
CS 12
Deogratias Kawounde
00030349

VR Spec.
CS 12
Lavonne Chambers
00026394

VR Spec
CS 12
Pamela Carreker
00009261

Rehab Asst.
CS 8
Kelli Kittrell
00033222

Orientation and
Mobility Spec.
CS 12
William Engeler
00071931

VR Specialist
CS 11
Candice Jordan
00020991

VR Spec.
CS 12
Heather Callahan
00032571

VR Spec.
CS 11
Beatrice Waithaka
00003024

Employment
Coordinator
CS 12
Mary Koehler
00044641

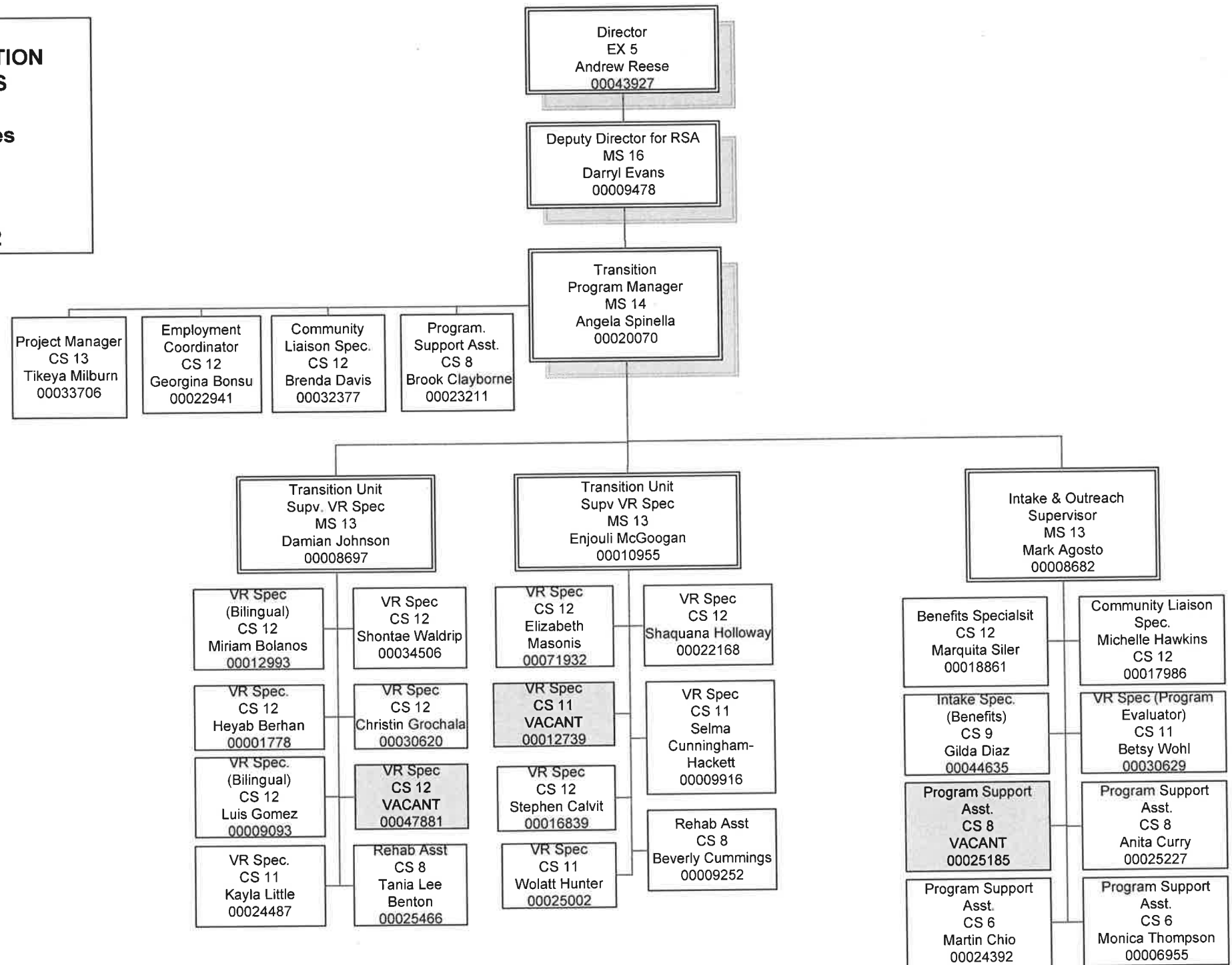
CHART 3

**DDS
REHABILITATION
SERVICES**

VR Services

FY 2022

1/31/2022



DDS

RSA

DISABILITY DETERMINATION DIV.

FY 2022

1/31/2022

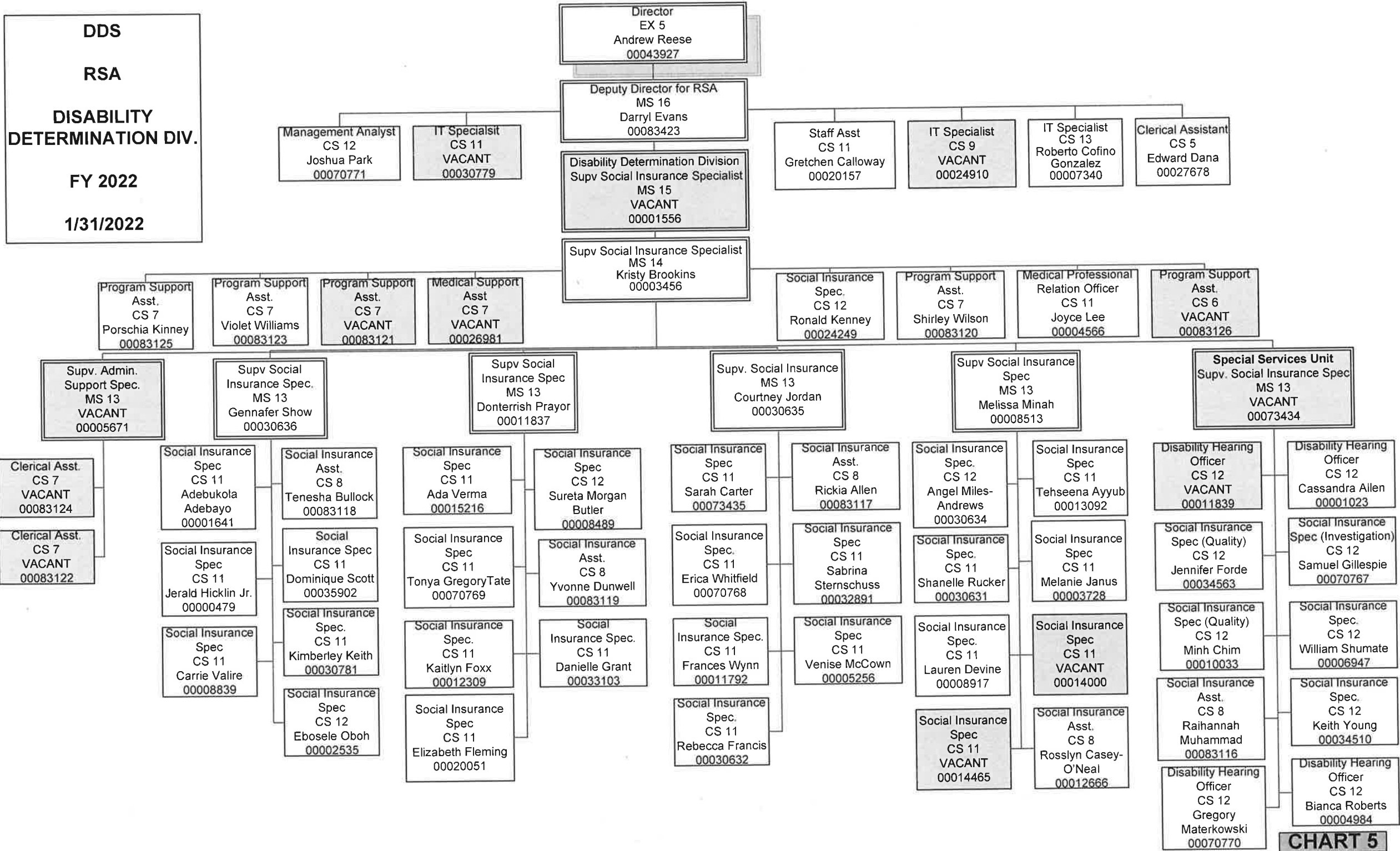


CHART 5

**DDS
DEVELOPMENTAL DISABILITIES
ADMINISTRATION**

**OVERALL
MANAGEMENT STRUCTURE**

FY 2022

1/31/2022

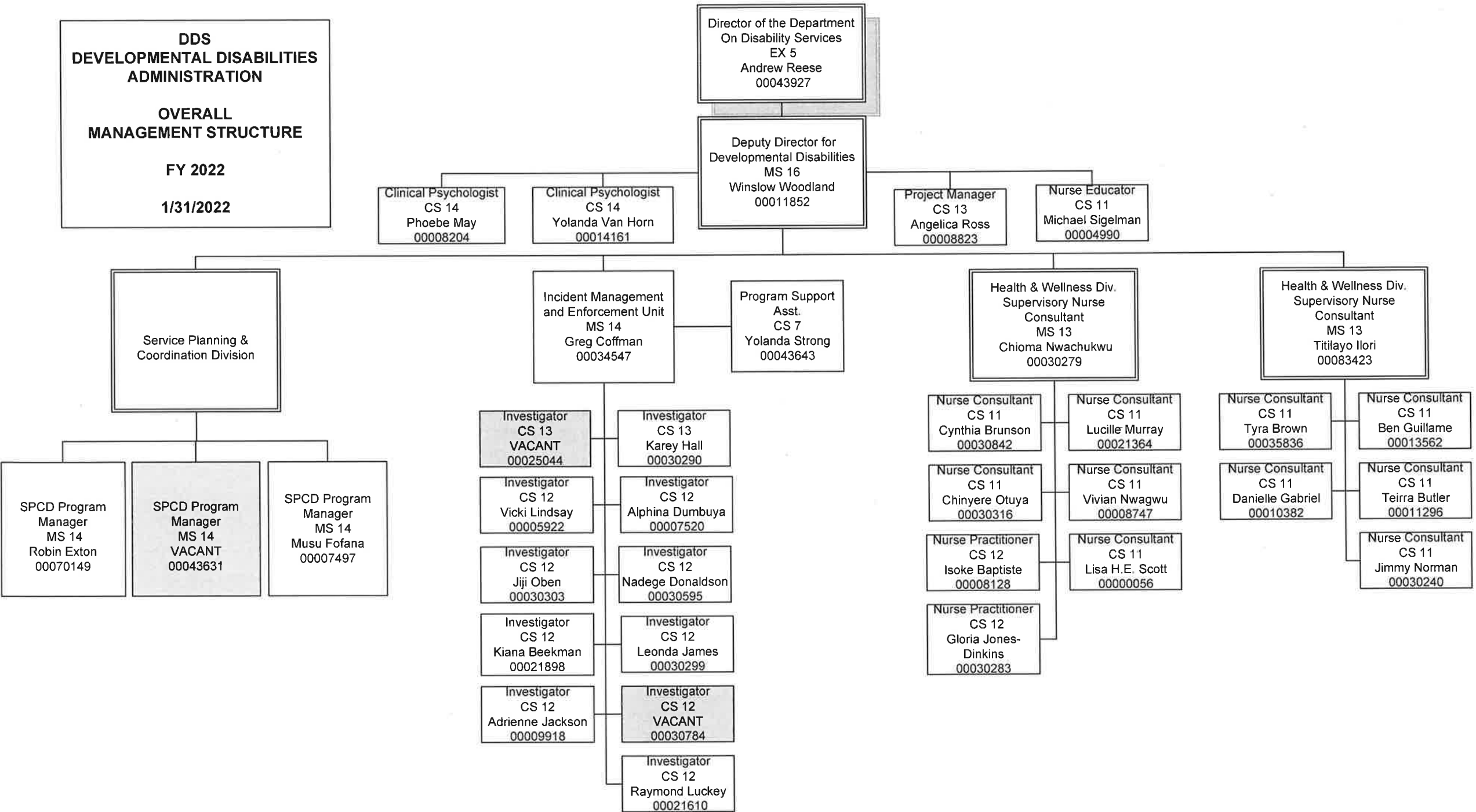


CHART 6

DDS
DDA
Service Planning and
Coordination Division

FY 2022
1/31/2022

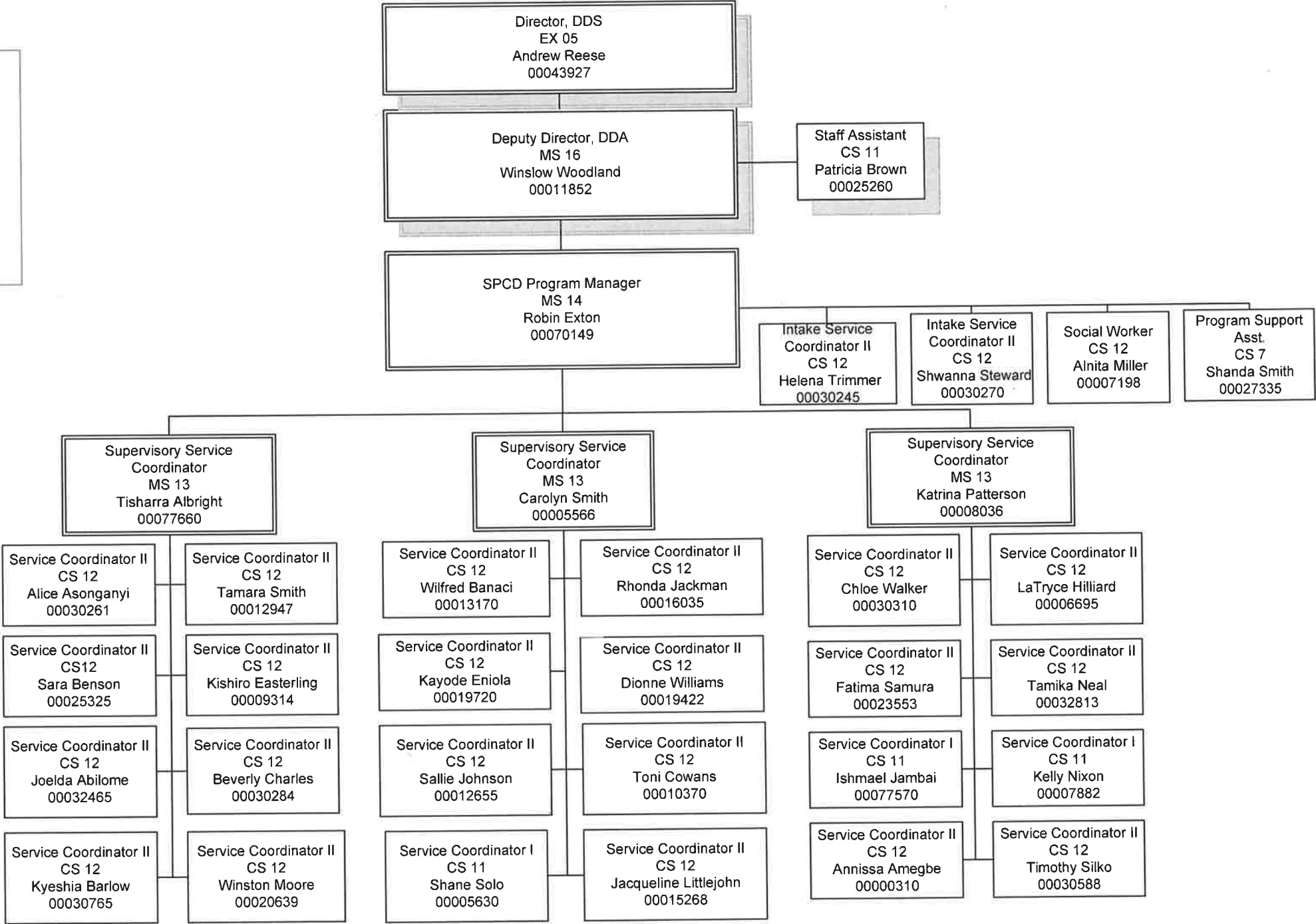


CHART 7

DDS

DDA
Service Planning and
Coordination Division

FY 2022

1/31/2022

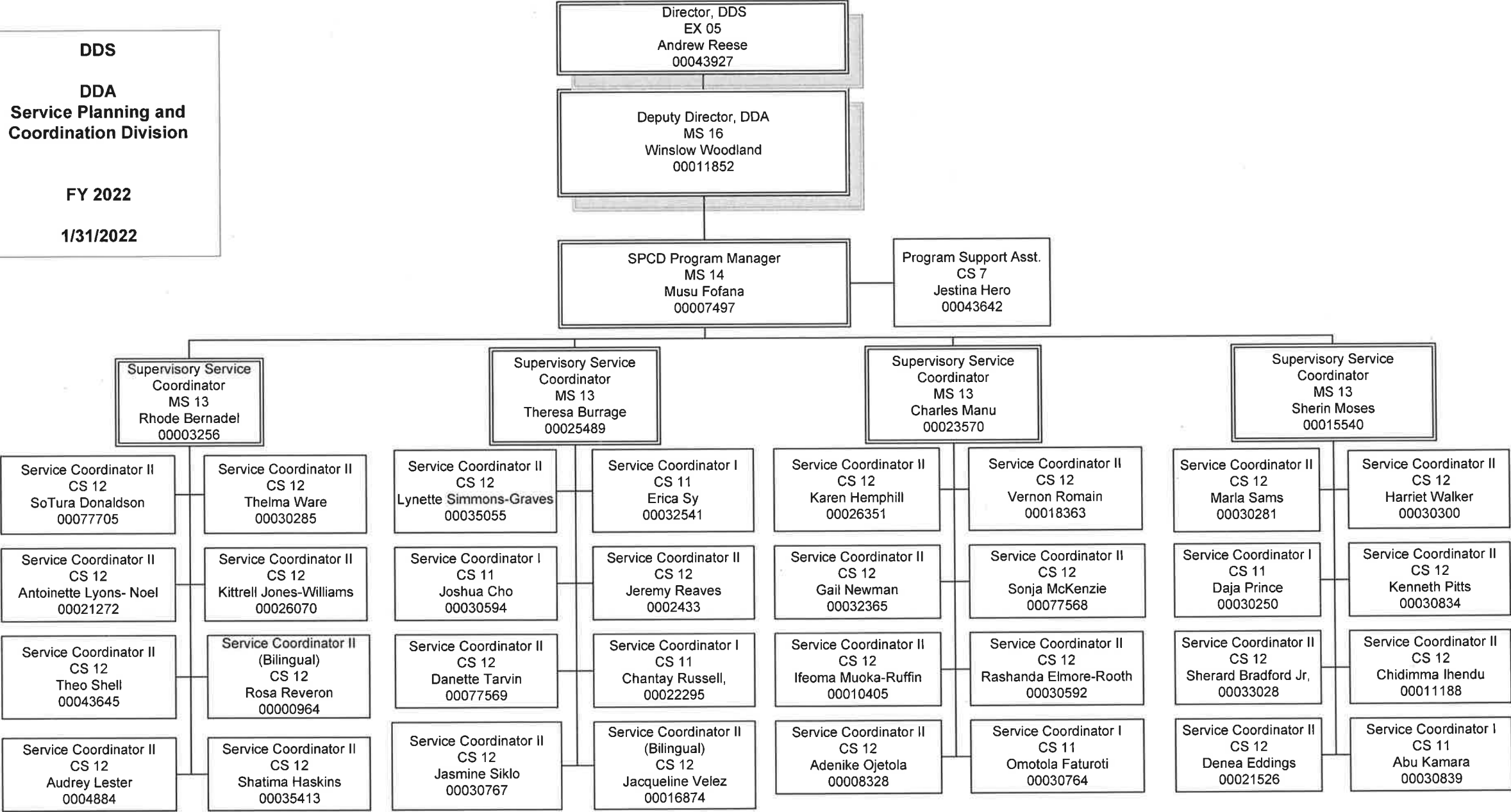


CHART 8

DDS

DDA
Service Planning and
Coordination Division

FY 2022

1/31/2022

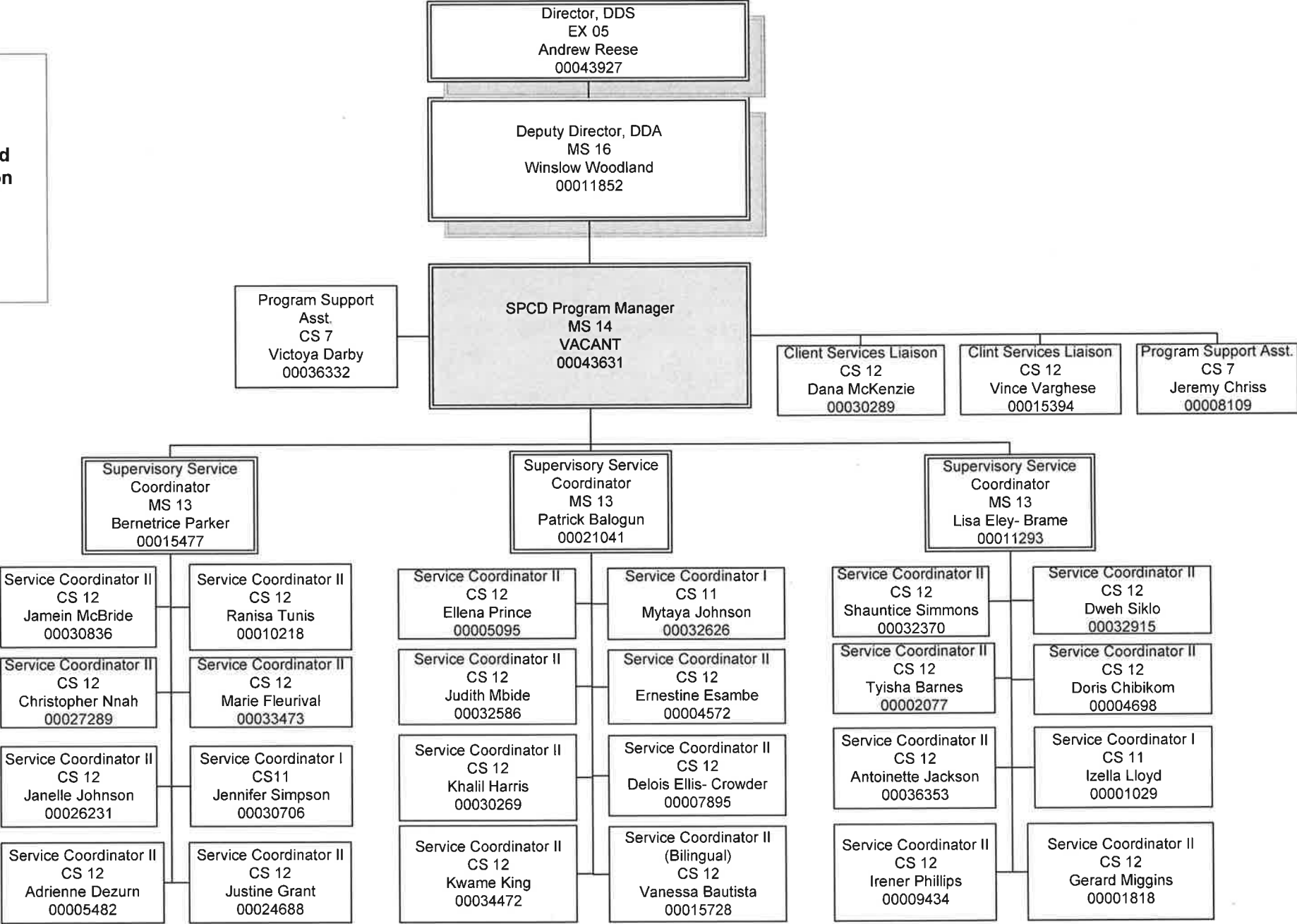


CHART 9

DDS
Overall
Office of the Deputy Director of
Quality Assurance
Performance Management
Administration
(QAPMA)
FY 2022
1/31/2022

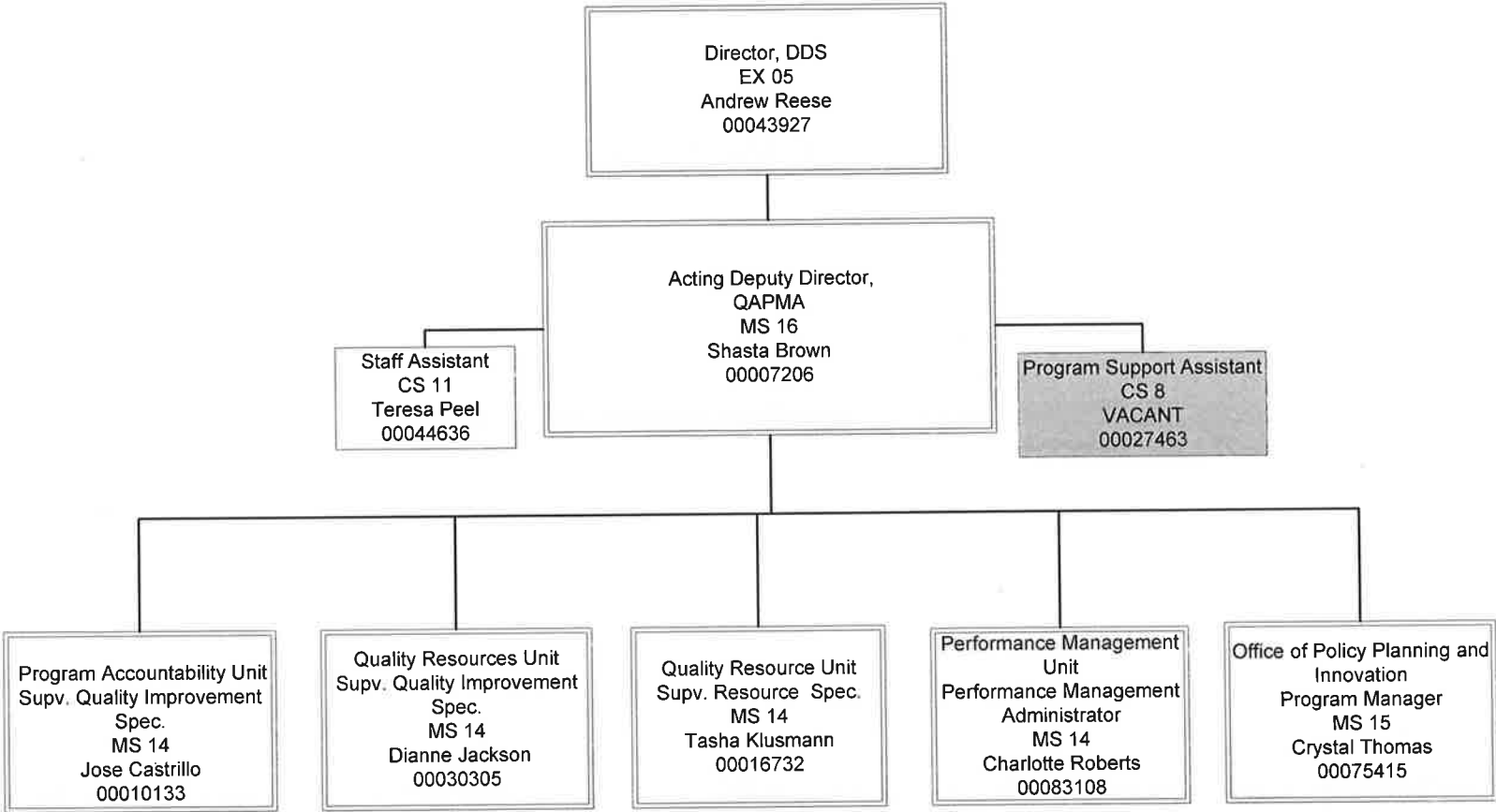
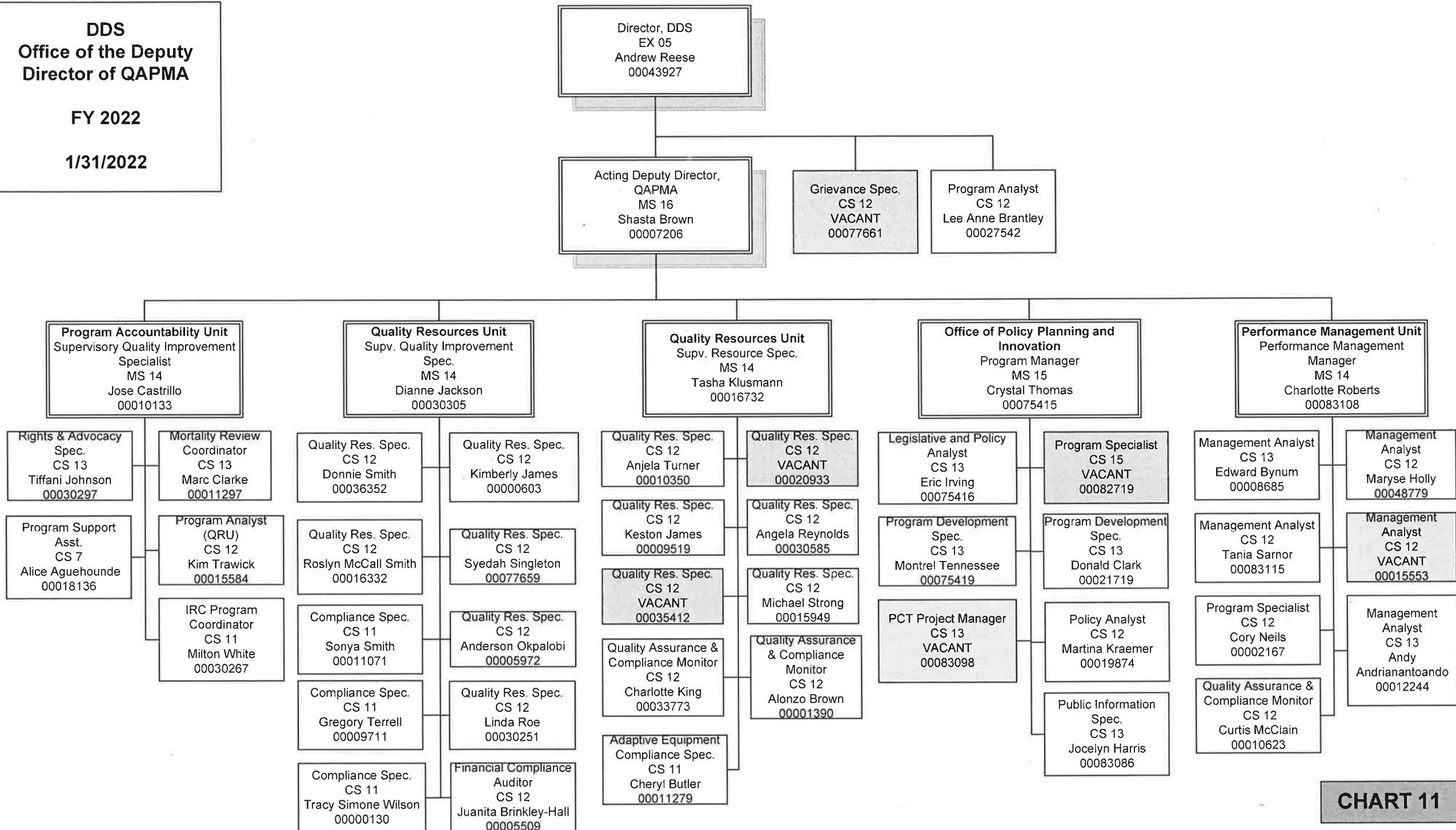


CHART 10

DDS
Office of the Deputy
Director of QAPMA

FY 2022

1/31/2022



DDS

Office of the
Chief of Staff

FY 2022

1/31/2022

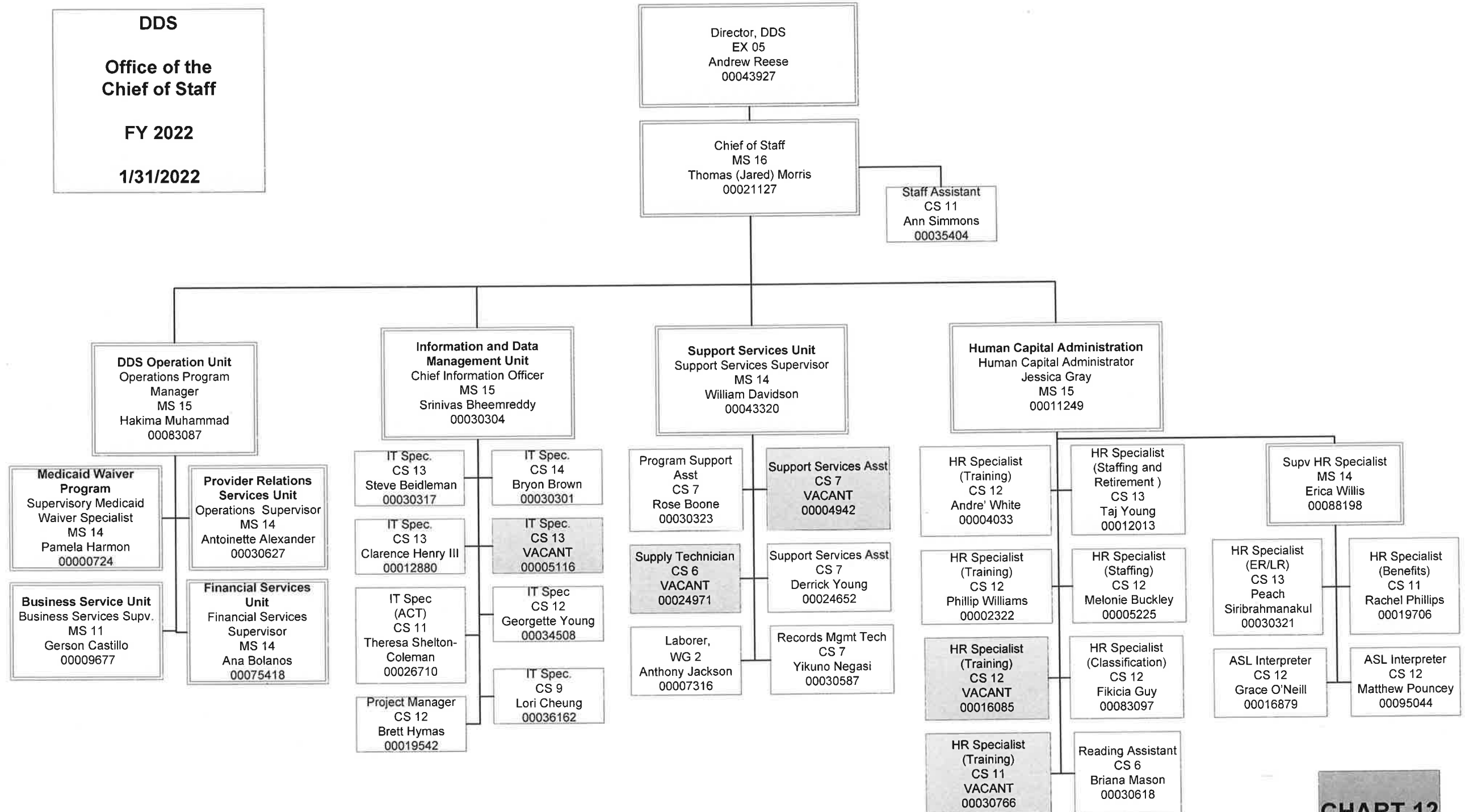


CHART 12

DDS
OCS
Operations
FY 2022
1/31/2022

Director
EX 5
Andrew Reese
00043927

Chief of Staff
MS 16
Thomas (Jared) Morris
00021127

DDS Operations Program Manager
MS 15
Hakima Muhammad
00083087

Program Support Asst.
CS 8
Kiera Robinson
00021449

Business Service Unit
Business Services Supv.
MS 11
Gerson Castillo
000009677

Requisitioner
CS 8
Willette Johnson- Ellis
00016002

Business Services Tech
CS 7
Gwendolyn Moore
00030282

Business Services Tech
CS 7
Cynthia Mitchell
00018315

Financial Services
Technician
CS 8
Abimisola
Akeredolu- Ale

Requisitioner
CS 8
Jasmine Harrell
00022820

Business Services
Technician
CS 7
Alexander Segilola
00024583

Business Services
Technician
CS 7
Kymberly Nelson
00024979

Program Support
Asst.
CS 6
Deborah Gaither-
Phillips
00023205

Provider Relations Services Unit
Operations Supervisor
MS 14
Antoinette Alexander
00030627

Contract
Administrator
CS 12
Anthony Hodges
00001864

Contract
Administrator
CS 12
Edmund Neboh
00044632

Contract
Administrator
CS 12
Briana Graham
00026255

Contract
Administrator
CS 12
Zikia Harris
00036345

Contract
Administrator
CS 12
Frank Van Atta
00008819

Contract
Administrator
CS 12
Siavosh Hedayati
00014377

Contract
Administrator
CS 9
Kristen Best
00010877

Contract
Administrator
CS 12
Robert Richardson
00016454

Financial Services Unit
Financial Services Supervisor
MS 14
Ana Bolanos
00075418

Program Analyst
(Operations)
CS 13
Darlene Richardson-
Vine
00030838

Administrative Spec.
CS 12
Paula Lee
00018487

Business Support
Spec.
(Habilitation)
CS 11
Tracy Taylor
00009206

Housing Coordinator
CS 12
Luchiea Hinnant
00092097

Financial Analyst
CS 13
Jun Xia
00020856

Business Support
Specialist (Budget)
CS 11
Clarence Boykin
00008793

Ticket-to-Work Spec.
CS 11
Rhonnell Stewart
00021907

Medicaid Waiver Program
Supervisory Medicaid Waiver
Specialist
MS 14
Pamela Harmon
00000724

Medicaid Waiver
Specialist
CS 13
Maurice Davis
00006240

Medicaid Waiver
Spec.
CS 12
Gregory Caughman
0003510

Medicaid Waiver
Spec
CS 11
Darlene Bryant
00009709

Health Insurance
Analyst
CS 11
Michael Ofori-Adu
00030306

Program Support Asst
CS 07
Donnise Taylor
00021646

Medicaid Waiver
Specialist
CS 12
Desiree Williams
00021203

Medicaid Waiver
Spec
CS 12
Brooke Huntley
00022901

Medicaid Waiver
Spec
CS 9
Xavier Davis
00033446

Health Insurance
Analyst
CS 12
Anika Walker
00030268

Medicaid Waiver
Program Spec.
CS 13
VACANT
00075417

ATTACHMENT B:
DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY21 and FYTD22

Admin	Work Unit	Job Title	Grade	Vacancies (FY 21)	Posting (FY 21)	Vacancies (FY 22)	Posting (FY 22)	Comments/Status
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	Position has been vacant for 2 years and 5 months - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Supervisory Social Insurance Specialist	15	1	1	1	1	Position has been vacant for 3 years and 9 months and is 100% federally funded - currently in the recruitment process.
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	0	0	1	1	Position has been vacant for 3 weeks and is 100% federally funded - currently in the recruitment process.
DDD	Disability Determination	Supervisory Administrative Support Specialist	13	1	0	1	0	Position has been vacant for 6 years and 6 months - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Information Technology Specialist	09	1	0	1	0	Position has been vacant for 2 weeks and is 100% federally funded - currently in the recruitment process.
DDD	Disability Determination	Information Technology Specialist	11	0	0	1	1	Position has been vacant for 2 years and 7 months - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Clerical Assistant (OA)	07	1	0	1	0	Position has been vacant for 8 years - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Program Support Assistant	08	1	0	1	0	Position has been vacant for 1 year and 7 months - currently in the recruitment process.
DDD	Disability Determination	Program Support Assistant	07	0	0	1	0	Position has been vacant for 3 months - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Medical Support Assistant	07	1	0	1	0	Position has been vacant for 11 months - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	Position has been vacant for 8 years - currently on hold pending the Social Security Administration's approval and is 100% federally funded.
DDD	Disability Determination	Social Insurance Assistant	08	1	1	0	0	Position was filled on 11/22/2021.
DDD	Disability Determination	Social Insurance Assistant	08	1	1	0	0	Position was filled on 05/24/2021.
DDD	Disability Determination	Social Insurance Specialist	11	1	1	0	0	Position was filled on 05/24/2021.
DDD	Disability Determination	Social Insurance Specialist	11	1	1	0	0	Position was filled on 08/16/2021.
DDD	Disability Determination	Social Insurance Specialist	11	1	1	0	0	Position was filled on 08/16/2021.
DDD	Disability Determination	Social Insurance Specialist	11	1	1	0	0	Position was filled on 08/16/2021.
DDD	Disability Determination	Social Insurance Specialist	11	1	1	1	1	Position has been vacant for 6 months - currently in the recruitment process.
DDD	Disability Determination	Social Insurance Specialist	11	1	1	1	1	Position has been vacant for 5 months - currently in the recruitment process.
				16	9	13	5	

ATTACHMENT B:
DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY21 and FYTD22

Admin	Work Unit	Job Title	Grade	Vacancies (FY 21)	Posting (FY 21)	Vacancies (FY 22)	Posting (FY 22)	Comments/Status
COS	Human Capital Administration	Human Resources Specialist (Training)	12	1	0	1	0	Position has been vacant for 2 years and 6 months - on hold for vacancy savings.
COS	Human Capital Administration	Human Resources Specialist (Training)	11	1	0	1	0	Position has been vacant for 1 year and 11 months - on hold for vacancy savings.
COS	Human Capital Administration	Reading Assistant	06	1	0	0	0	Position was filled on 8/30/2021.
COS	Human Capital Administration	Supervisor Human Resources Specialist	14	1	1	0	0	Position was filled on 7/04/2021.
COS	Operations	Program Support Assistant	08	0	0	0	1	Position was filled on 01/03/2022.
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Program Specialist	13	0	0	1	1	Position has been vacant for 2 months - currently in the recruitment process.
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Specialist	09	1	1	0	0	Position was filled on 11/07/2021.
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	12	1	1	0	0	Position was filled on 04/11/2021.
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	11	1	1	0	0	Position was filled on 5/10/2021.
COS	Operations/Medicaid Waiver Unit	Program Support Assistant	07	1	1	0	1	Position was filled on 12/6/2021.
COS	Operations/Financial Services Unit	Housing Coordinator	12	1	0	0	1	Position was filled on 01/17/2022.
COS	Operations/Financial Services Unit	Financial Services Supervisor	14	0	0	0	1	Position was filled on 01/17/2022.
COS	Operations/Financial Services Unit	Grants Management Specialist	13	1	0	1	1	Position number has been vacant for 5 months, however the position was reclassified to its current position title/grade - currently in the recruitment process.
COS	Operations/Financial Services Unit	Business Support Specialist	11	1	1	0	0	Position was filled on 11/8/2021.
COS	Operations/Provider Relations Unit	Contract Administrator	12	1	1	0	0	Position was filled on 11/20/2020.
COS	Operations/Provider Relations Unit	Contract Administrator	09	1	1	0	0	Position was filled on 02/28/2021.
COS	Operations/Provider Relations Unit	Operations Supervisor	14	1	1	0	0	Position was filled on 03/15/2021.
COS	Operations/Business Service Unit	Business Service Technician	07	1	1	0	0	Position was filled on 3/29/2021.
COS	Operations/Business Service Unit	Business Service Technician	07	1	1	0	0	Position was filled on 3/29/2021.
COS	Operations/Business Service Unit	Business Service Supervisor	11	1	1	0	0	Position was filled on 1/2/2021.
COS	Operations/Business Service Unit	Business Service Technician	07	1	1	0	1	Position was filled on 11/22/2021.
COS	Operations/Business Service Unit	Business Service Technician	07	1	1	0	1	Position was filled on 11/8/2021.
COS	Office of Information & Data Management Unit	Information Technology Specialist	13	1	0	1	1	Position has been vacant for 1 year - currently being reclassified and will be posted for recruitment process this month.

ATTACHMENT B:
DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY21 and FYTD22

Admin	Work Unit	Job Title	Grade	Vacancies (FY 21)	Posting (FY 21)	Vacancies (FY 22)	Posting (FY 22)	Comments/Status
COS	Support Services Unit	Supply Technician	06	1	0	1	0	Position has been vacant for 6 months - on hold for vacancy savings.
COS	Support Services Unit	Support Services Assistant	07	1	0	1	0	Position has been vacant for 6 months - on hold for vacancy savings.
				22	14	7	9	
QAPMA	State Office of Policy, Planning and Innovation	Program Specialist	15	0.5	0	0.5	0	Position has been vacant for 8 months - no current recruitment activity.
QAPMA	State Office of Policy, Planning and Innovation	PCT Project Manager	13	0	0	1	1	Position has been vacant for 1 month and 7 days - currently in the recruitment process.
QAPMA	State Office of Policy, Planning and Innovation	Legislative & Policy Analyst	13	1	1	0	0	Position was filled on 06/07/2021.
QAPMA	Office of the Deputy Director	Grievance Specialist	12	1	0	1	0	Position has been vacant for 1 year - on hold for vacancy savings.
QAPMA	Office of the Deputy Director	Program Support Assistant	08	1	0	1	0	Position has been vacant for 1 year and 6 months - on hold for vacancy savings.
QAPMA	Office of the Deputy Director	Program Analyst	12	1	1	0	0	Position was filled on 2/15/2021.
QAPMA	Performance Management	Management Analyst	12	1	0	1	0	Position has been vacant for 7 months - no current recruitment activity.
QAPMA	Performance Management	Management Analyst	12	1	1	0	0	Position was filled on 06/07/2021.
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	0	1	1	Position has been vacant for 6 months - currently in the recruitment process and will be filled on 02/13/2022.
QAPMA	Office of the Deputy Director	Deputy Director	16	0	0	0	1	Currently occupied by temp promotion and in recruitment process.
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	0	1	1	Position has been vacant for 6 months - currently in the recruitment process and will be filled on 02/13/2022.
				8.5	3	6.5	4	
RSA	VR Services Division	Supervisory Vocational Rehabilitation Specialist	13	0	0	1	1	Position has been vacant for 4 months - currently in the recruitment process and will be filled on 02/13/2022.
RSA	VR Services Division	Supervisory Vocational Rehabilitation Specialist	13	0	0	1	1	Position has been vacant for 1 month and 7 days - currently in the recruitment process and will be filled on 02/28/2022.
RSA	VR Services Division	Rehabilitation Assistant	08	0	0	1	0	Position has been vacant for 1 month and 7 days - no recruitment activity.
RSA	VR Services Division	Rehabilitation Assistant	08	1	1	0	0	Position was filled 09/13/2021.
RSA	VR Services Division	Vocational Rehabilitation Specialist	11	1	1	0	0	Position was filled on 12/7/2020.
RSA	VR Services Division	Vocational Rehabilitation Specialist	11	1	1	0	0	Position was filled on 04/12/2021.
RSA	VR Services Division	Vocational Rehabilitation Specialist	11	0	1	0	1	Position was filled on 01/03/2022.
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	1	Position has been vacant for 5 months - currently in the recruitment process.
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	0	0	1	1	Position has been vacant for 2 weeks - currently in the recruitment process.
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	1	0	0	Position was filled on 12/7/2020.
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	1	0	0	Position was filled on 07/19/2021.
RSA	VR Services Division/Transition	Project Manager	13	1	1	0	0	Position was filled on 01/03/2021.

ATTACHMENT B:
DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY21 and FYTD22

Admin	Work Unit	Job Title	Grade	Vacancies (FY 21)	Posting (FY 21)	Vacancies (FY 22)	Posting (FY 22)	Comments/Status
RSA	Randolph Sheppard Unit	Program Monitor	11	1	0	1	0	Position has been vacant for 5 months - no recruitment activity.
RSA	Randolph Sheppard Unit	Program Manager (Sensory)	14	0	0	1	1	Position has been vacant for 2 months - currently in the recruitment process.
RSA	Randolph Sheppard Unit	Program Monitor	12	0	0	1	0	Position has been vacant for 1 month and 7 days - no recruitment activity.
RSA	Intake and Outreach Unit	Program Support Assistant	08	1	0	1	0	Position has been vacant for 6 months - no current recruitment activity.
				9	7	9	6	
DDA	Service Planning and Coordination Division	SPCD Program Manager	14	0	0	1	1	Position has been vacant for 3 months (current incumbent is serving in a temp promotion) - no current recruitment activity.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 1/3/2022.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 12/20/2021.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 11/22/2021.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 11/22/2021.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 09/13/2021.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 09/13/2021.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 09/13/2021.
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	Position was filled on 05/24/2021.
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0	Position was filled on 12/06/2021.
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0	Position was filled on 11/08/2021.
DDA	Incident Management & Enforcement Unit	Investigator	13	1	0	1	1	Position has been vacant for 6 months - currently in the recruitment process.
DDA	Incident Management & Enforcement Unit	Investigator	12	0	0	1	1	Position has been vacant for 3 months - currently in the recruitment process.
				11	10	3	3	
				67	43	38.5	27	
						3		
						41.5		

Spending and Payroll

6. **Please provide a chart showing the agency's approved budget and actual spending, by program and activity, for FY21 and FY22, to date.**

Please see Attachment C: DDS Approved Budget vs Actuals FY21 FYTD22.

7. **Please provide a list of all intra-district transfers received by or transferred from DDS during FY21 and to date in FY22. For each, please provide a description of the purpose of the transfer and which programs, activities, and services within DDS the transfer impacted.**

Please see Attachment D: DDS Intra-district Transfers FY21 FYTD22.

8. **Please identify any reprogrammings received by or transferred from DDS during FY21 and to date in FY22. Please provide a description of the purpose of the transfer and which DDS programs, activities, and services were impacted.**

Please see Attachment E: DDS Reprogrammings FY21 FYTD22.

Attachment C: DDS Approved Budget vs. Actuals FY21 FYTD22

Program/Activity		Sum of FY 2021 Approved Budget	Sum of FY 2021 Revised Budget	Sum of FY 2021 Expenditures	Sum of FY 2022 Approved Budget	Sum of FY 2022 Revised Budget	Sum of FY 2022 Q1 Expenditures
(1000) Agency Management							
1010	PERSONNEL	865,365	1,110,353	1,059,498	916,928	916,928	216,724.62
1015	TRAINING AND EMPLOYEE DEVELOPMENT	811,382	811,382	441,083	646,299	556,299	102,077.64
1020	CONTRACTS AND PROCUREMENT	490,812	490,812	417,994	493,771	493,771	-
1030	PROPERTY MANAGEMENT	5,587,473	5,657,628	5,390,532	6,318,934	6,268,934	169,170.71
1040	INFORMATION TECHNOLOGY	2,186,967	2,974,315	2,444,294	1,949,816	2,137,816	416,402.54
1060	LEGAL SERVICES	1,173,757	1,666,702	2,078,515	1,142,096	1,142,096	296,712.01
1090	PERFORMANCE MANAGEMENT	3,916,340	4,200,888	2,833,703	2,467,272	2,419,272	917,418.33
1120	CONSUMER RIGHTS AND PROTECTION	-	-	-	-	-	-
Total Agency Management		15,032,096	16,912,079	14,665,618	13,935,117	13,935,117	2,118,505.85
(100F) Agency Financial Operations Program							
110F	BUDGET OPERATIONS	383,004	383,004	307,147	382,212	382,212	121,433.00
120F	ACCOUNTING OPERATIONS	567,310	597,310	581,834	551,046	551,046	153,772.14
130F	ASSOCIATE CHIEF FINANCIAL OFFICER	385,824	385,824	246,832	401,423	401,423	60,330.00
140F	AGENCY FISCAL OFFICER	496,876	486,876	364,994	521,721	521,721	64,823.00
Total Agency Financial Operations Program		1,833,014	1,853,014	1,500,806	1,856,402	1,856,402	400,358.14
(6000) Developmental Disabilities Administration							
6035	DDA SERVICE PLANNING AND COORDINATION	36,765,484	36,102,857	35,828,016	36,508,919	36,508,919	6,816,217.00
6060	QUALITY ASSURANCE	12,959,803	14,680,940	13,059,891	14,740,697	14,740,697	2,443,465.00
6080	DDA CONSUMER RESOURCES AND OPERATIONS	92,245,819	60,225,734	61,348,772	96,521,038	96,521,038	717,903.00
Total Developmental Disabilities Administration		141,971,106	111,009,531	110,236,679	147,770,655	147,770,655	9,977,585.00
(7000) Rehabilitation Services Administration							
7020	DISABILITY SERVICES	-	-	-	-	-	-
7025	RSA VOCATIONAL REHABILITATION SERVICES	16,882,902	18,760,443	19,021,715	16,879,673	18,890,220	3,379,406.00
7030	RSA BLIND AND VISUAL IMPAIRMENT SERVICES	3,151,827	2,532,686	2,213,654	3,162,393	3,400,481	665,111.00
7060	QUALITY ASSURANCE	709,971	709,971	720,896	704,359	704,359	175,797.00
7090	RSA OPERATIONS	927,038	927,038	975,762	944,430	944,430	300,272.92
Total Rehabilitation Services Administration		21,671,738	22,930,138	22,932,027	21,690,855	23,939,490	4,520,586.92
(8000) Disability Determination Division							
8055	DISABILITY DETERMINATION SERVICES	13,041,153	11,966,732	11,976,331	11,540,349	11,540,349	1,988,443.77
Total Disability Determination Division		13,041,153	11,966,732	11,976,331	11,540,349	11,540,349	1,988,443.77
9221	DDS P-CARD DEFAULT PROGRAM	-	-	-	-	-	-
9961	YR END CLOSE	-	-	(32,680)	-	-	-
Total DDS P-Card		-	-	(32,680)	-	-	-
Total Agency (All Funds)		193,549,107	164,671,494	161,278,782	196,793,378	199,042,013	19,005,479.68

Attachment D
Department on Disability Services (DDS)
MOU / Intra-District Transfers
FY21 & YTD FY22

FY21

Amount	Seller Agency	Buyer Agency	Service
7,494.02	DC Department of Human Resources (DCHR)	Department on Disability Services (DDS)	Suitability & Employment Screening
95,283.00	DC Department of Human Resources (DCHR)	Department on Disability Services (DDS)	Disability Employment Specialist
10,500.00	DC Public Library (DCPL)	Department on Disability Services (DDS)	National Foundation for the Blind Newsline Services
383,712.08	DC Public Schools (DCPS)	Department on Disability Services (DDS)	Pre-Employment Transition Services
61,889.15	Department of Aging and Community Living (DACL)	Department on Disability Services (DDS)	Independent Living Services
24,363.33	Department of Employment Services (DOES)	Department on Disability Services (DDS)	WIOA (Workforce Innovation & Opportunity Act) Infrastructure Agreement
825,000.00	Department of Employment Services (DOES)	Department on Disability Services (DDS)	Pre-Employment Transition Services - MBSYEP
2,113.00	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Fuel Automotive, Electricity, Water, Sustainable Energy
37,081.14	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Occupancy
264,431.57	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Security
5,249,647.08	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Rent
54,078,855.98	Department of Health Care Finance (DHCF)	Department on Disability Services (DDS)	IDD HCBS Waiver Program
213.62	Department of Health Care Finance (DHCF)	Department on Disability Services (DDS)	IFS HCBS Waiver Program
32,635.66	Department of Public Works (DPW)	Department on Disability Services (DDS)	Fixed Costs - Maint & Repairs Auto
22,558.64	Office of the Chief Financial Officer (OCFO)	Department on Disability Services (DDS)	Single Audit
417,994.01	Office of Contracting and Procurement (OCP)	Department on Disability Services (DDS)	Procurement Services
217,172.16	Office of Contracting and Procurement (OCP)	Department on Disability Services (DDS)	Purchase Card Transactions
206,844.54	Office of Finance and Resource Management (OFRM)	Department on Disability Services (DDS)	Fixed Costs - Telecommunications
91,255.80	Office of the Chief Technology Officer (OCTO)	Department on Disability Services (DDS)	Fixed Costs - Telecommunications DCNET
299,714.13	Office of the Chief Technology Officer (OCTO)	Department on Disability Services (DDS)	Fixed Costs - OCTO IT Assessment
62,328,758.91			

FY21

Amount	Seller Agency	Buyer Agency	Service
292,910.44	Department on Disability Services (DDS)	Child and Family Services Agency (CFSA)	DDS services for CFSA youths
292,910.44			

Attachment D
Department on Disability Services (DDS)
MOU / Intra-District Transfers
FY21 & YTD FY22

FY22 Executed to Date

Amount	Seller Agency	Buyer Agency	Service
2,125.31	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Fuel Automotive, Electricity, Water, Sustainable Energy
2,302.77	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Occupancy
327,748.72	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Security
6,017,125.89	Department of General Services (DGS)	Department on Disability Services (DDS)	Fixed Costs - Rent
38,191.41	Department of Public Works (DPW)	Department on Disability Services (DDS)	Fixed Costs - Maint & Repairs Auto
214,924.42	Office of Finance and Resource Management (OFRM)	Department on Disability Services (DDS)	Fixed Costs - Telecommunications
613,100.00	Office of Contracting and Procurement (OCP)	Department on Disability Services (DDS)	Purchase Card Transactions
93,702.22	Office of the Chief Technology Officer (OCTO)	Department on Disability Services (DDS)	Fixed Costs - Telecommunications DCNET
7,309,220.74			

FY22 Executed to Date

Amount	Seller Agency	Buyer Agency	Service
-	Department on Disability Services (DDS)	Child and Family Services Agency (CFSA)	DDS services for CFSA youths
-			

Attachment E**Department on Disability Services
Reprogrammings
FY 2021 and YTD FY 2022**

Question 6: Please identify any reprogrammings received by or transferred from DDS during FY 2021 and to date in FY 22. Please provide a description of the purpose of the transfer and which DDS programs, activities and services were impacted.

Reprogramming Amount	From (Agency/ Activity/Program)	To (Agency/ Activity/Program)	Description
\$ 8,159,260	JM0/6000/6080/Developmental Disabilities Admin / DDA Waiver	Citywide Reallocation	Funds reallocated from the IDD Waiver as a result of the FY 2021 Supplemental Budget adjustment.
\$ 2,600,000	JM0/6000/6080/Developmental Disabilities Admin / DDA Waiver	Fund 0611 Special Purpose Revenue	This reprogramming was done to move local funds to Special Purpose Revenue due to revenue collections being less than forecast.

No external Reprogramming done by DDS to date for FY 2022

Contracting and Procurement

9. Please list each contract, grant, and procurement (“contract”) awarded or entered into by DDS during FY21 and FY22 to date. For each contract, please provide the following information, where applicable:

- a. Name of the provider;**
- b. Approved and actual budget;**
- c. Funding source(s);**
- d. Whether it was competitively bid or sole sourced;**
- e. Purpose of the contract;**
- f. The term of the contract;**
- a. Contract deliverables;**
- b. Contract outcomes;**
- c. Any corrective action taken or technical assistance provided;**
- d. Program and activity supported by the contract;**
- e. Employee responsible for overseeing the contract; and**
- f. Oversight/Monitoring plan for the contract.**

Please see [Attachment F: DDS Contracts Grants and Procurements](#).

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
1axium, LLC	01-Jan-22	30-Dec-22	\$45,598.875	\$58,177.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
360 Support Inc	01-Dec-21	30-Nov-22	\$45,568.425	\$39,426.67			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
A.W. Holdings, LLC d/b/a Benchmark Human Services	01-Dec-21	30-Nov-22	\$157,934.000	\$81,277.95			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
ABC Technical Solutions Inc	01-Oct-21	30-Sep-22	\$15,225.000	\$35,868.00	x			Competitively Bid	RSA Computers & Laptops & Misc	Computer	College Student supplies		RSA	Edmund Neboh	DDS Staff
Abundant Life Residential Services	31-Mar-21	30-Mar-22	\$114,898.000	\$123,774.14			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
AF BT Services, LLC dba Accent Food Services, LLC	03-Dec-20	02-Dec-21	\$25,000.00	\$0.00	x			Competitively Bid	Unstaffed Micro-Markets	Income	Income for blind vendors		RSVFP	Darryl Evans	DDS Staff
Agape, Inc.	30-Mar-20	29-Mar-22	\$52,780.000	\$52,000.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Alight Support, Inc.	01-Jan-22	31-Dec-22	\$2,521.260	\$8,369.47			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Alphatec, P.C.	01-Oct-21	30-Sep-22	\$45,506.510	\$16,250.00	x			Competitively Bid	Architect Services	Detailed construction design	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Alternatives Renewable Solutions, LLC	12-Aug-21	11-Aug-22	\$45,000.000	\$45,000.00	x			Competitively Bid	Randolph Shepard Blind Vendor Program Services and Equipment	Blind Vendor Support	Ability to operate vending services		RSVFP	Edmund Neboh	DDS Staff
Amar Group, LLC	01-Feb-22	31-Jan-23	\$16,250.00	\$0.00	x			Competitively Bid	Architect Services	Detailed construction design	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Amazing Grace Supports, Inc.	01-Jan-22	31-Dec-22	\$101,500.000	\$18,848.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
America Works of Washington DC	01-Oct-21	30-Sep-22	\$171,524.85	\$240,633.33	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
American Health Care Svcs.	30-May-21	29-May-22	\$215,180.00	\$189,820.94			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Anchor Mental Health Association	15-Aug-21	14-Aug-22	\$287,357.67	\$241,168.67	x			HCA	Provide services to persons that have psychological barriers to employment	Employment for DBH referred persons			RSA	Siavosh Hedayati	DDS Staff
Andean Consulting Solutions International	01-Jan-22	31-Dec-22	\$38,312.70	\$169,112.49	x			HCA	Sign Language Interpreter	Interpreters	Interpreting Services		DDS	Robert Richardson	DDS Staff
Angel Loving Care Group Home	01-Oct-21	30-Sep-22	\$203,000.00	\$169,347.73			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
Anna Health Care Inc.	01-Apr-21	31-Mar-22	\$190,820.00	\$169,347.73			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Apex Healthcare Services, Inc.	01-Oct-21	30-Sep-22	\$52,780.00	\$40,095.71			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Arc of DC, Inc.	01-Mar-22	28-Feb-23	\$8,732.05	\$8,800.50	x			HCA	Supported Employment, discovery assessment, customized employment and job coaching services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Arc of Tampa Bay, Inc.	02-Oct-21	01-Oct-22	\$127,382.50	\$139,077.60	x			HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
Art and Soul Solutions, Inc.	01-Nov-21	31-Oct-22	\$56,332.50	\$5,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Frank Van Atta	DDS Staff
Art and Soul Solutions, Inc.	01-Nov-21	31-Oct-22	\$9,800.00	\$6,060.00	x			Competitively Bid	Tutoring and Academic Support					Siavosh Hedayati	
Art Enables	01-Nov-21	30-Sep-22	\$5,217.10	\$2,500.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Associated Community Services, Inc.	01-Oct-21	30-Sep-22	\$611,469.61	\$646,202.07			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Avanti Markets	01-May-21	30-Apr-22	\$45,675.00	\$12,500.00	x			Competitively Bid	RSVFP Self-Checkout Kiosk Equipment	Income	Income for blind vendors		RSVFP	Darryl Evans	DDS Staff
Azure Healthcare Services, LLC	01-Oct-20	30-Sep-21	\$365,400.00	\$237,824.45			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	General Council Staff
Battle's Transportation, Inc.	31-Jul-21	30-Jul-22	\$0.00	\$0.00			x	Competitively Bid	Transportation Services	Client Transportation	Allow client mobility			Robert Richardson	
Benedictine School	01-Oct-21	30-Sep-22	\$39,887.28	\$31,589.82			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Bert Smith & Co.	03-Apr-21	02-Apr-22	\$57,500.00	\$89,450.00	x			HCA	Consumer Account Reconciliation Audits	Audits	Individual personal fund accountability		DDA	Robert Richardson	DDS Staff
BLANK, Inc.	17-Apr-21	16-Apr-22	\$15,000.00	\$15,000.00	x			Competitively Bid	Graphics and Signage	Graphics	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Blossom Services, Inc.	01-Jan-22	31-Dec-22	\$115,000.00	\$90,504.71			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
BMI (Brian Michaels, Inc.)	01-Nov-20	31-Oct-21	\$0.00	\$0.00	x			Competitively Bid	Vending Machines	Income	Income for blind vendors		RSVFP	Darryl Evans	DDS Staff
Bread for the City	10-Mar-21	09-Mar-22	\$50,480.40	\$20,896.00			x	HCA	Physician Extender Services	Provider Service review	Review overall services provided to person		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Briar Patch Shredding & Recycling, LLC	02-Jul-21	01-Jul-22	\$2,300.00	\$1,395.00	x			Competitively Bid	Shredding Services	Regular Scheduled Shredding	Reduced access to secure information		DDS	Robert Richardson	DDS Staff
Broad Futures, Inc	01-Jun-22	31-May-23	\$35,075.00	\$25,220.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
C.P.R. Medical Transportation	27-Jul-21	26-Jul-22	\$2,875.00	\$5,071.00	x			Competitively Bid	Transportation Services	Client Transportation	Allow client mobility		RSA	Robert Richardson	DDS Staff

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Canon Financial Services	17-Jan-21	16-Jan-22	\$36,543.50	\$31,776.96	x			Exempt (Assignment)	Copier Lease	Maintenance and Repair	Continuous operation		DDS	Robert Richardson	DDS Staff
Capital Care, Inc.	01-Jan-21	31-Dec-22	\$1,866,573.08	\$1,732,562.85	x			HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Siavosh Hedayati	Improved access to a broader array of services for people/families.
Capital Services & Supplies, Inc	01-Nov-21	31-Oct-22	\$23,000.00	\$4,331.46	x			Competitively Bid	DCSS- Moving Services	Moving Services	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Capitol Document Solutions	01-Oct-21	30-Sep-22	\$3,500.00	\$3,500.00	x			exempt from competition	Fax Machines Annual Maintenance	Maintenance	fax machines in service		DDD	Joshua Park	DDS Staff
Center on Deafness	01-Jul-21	30-Mar-22	\$151,248.00	\$131,400.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
CHI Squared, LLC	01-Dec-21	30-Nov-22	\$0.00	\$0.00	x			Competitively Bid	Food Managers Training and Certification	Training	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
CHW Solutions, Inc.	20-Apr-21	19-Apr-22	\$14,376.15	\$3,134.16	x			Competitively Bid	Medical Consultation	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Cincinnati Childrens Hospital Medical Center	17-May-20	30-Sep-22	\$350.00	\$350.00		x		exempt	Project Search License Agreement & Technical Assistance					Edmund Neboh	Improved access to a broader array of services for people/families.
Coca-Cola Consolidated, Inc.	01-Dec-21	30-Nov-22	\$0.00	\$0.00	x			Competitively Bid	Vending Machines	Income	Income for blind vendors		RSVFP	Darryl Evans	DDS Staff
Cognitive Solutions, LLC	01-May-21	30-Apr-22	\$5,980.00	\$100,000.00	x			Competitively Bid	RSA Psychologists	Assessments	Completed Assessments		RSA	Edmund Neboh	DDS Staff
Colliers International	01-Oct-21	30-Sep-22	\$5,200.00	\$5,200.00	x			Exempt	Office Building Maintence	Services provided by building owner	Repair doors, replace filters, etc...		DDS	Robert Richardson	DDS Staff
Columbia Lighthouse for the Blind	10-Jul-20	09-Jul-22	\$40,826.15	\$10,557.54	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Columbus Medical Services	01-Oct-22	30-Sep-23	\$500,910.10	\$475,900.00	x			Competitively Bid	Mortality Investigation Services for DDA	Reports	Identify deficiencies in the system of care that may lead to death.		DDA	Robert Richardson	DDS Staff
Community Audiology Services, LLC	03-Mar-21	02-Mar-22	\$46,000.00	\$72,038.00	x			Competitively Bid	Medical Professionals	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Community College Prep Academy	01-Jun-20	31-May-21	\$1,000.00		x			Exempt	Vocational and Technical Trades Training and/or Certification Programs					Frank Van Atta	
Community Connections	19-Aug-21	18-Aug-22	\$350,750.00	\$204,000.00	x			HCA	Evidence Based Supported Employment	Employment for DBH referred persons	Provide services to persons that have psychological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
Community Connections	01-Feb-22	31-Jan-23	\$350,750.00	\$275,000.00	x			HCA	Vocational Services - Supported Employment, Job Coaching, Job Readiness, Discovery Assesment, Customized Empymnt and Pre-ETS	Employment for DBH referred persons	Provide services to persons that have psychological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
Community Multi-Services, Inc.	04-Jun-21	03-Jun-22	\$1,127,000.00	\$1,235,352.64			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
Community Support Systems, LLC	15-Feb-21	14-Feb-22	\$187,450.00	\$153,436.09			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
CreativeJunkFood, LLC	24-Apr-21	23-Apr-22	\$20,000.00	\$18,000.00	x			Competitively Bid	Graphics and Signage	Graphics	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Crystal Springs, Inc.	19-Jul-21	29-Jul-22	\$192,212.70	\$167,371.34			x	HCA	Specialized Residential Services	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Curtis Equipment Inc.	01-Nov-21	31-Oct-22	\$37,500.00	\$65,061.00	x			Competitively Bid	Randolph Shepard Blind Vendor Program Services and Equipment	Services and equipment	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
DC Cares Center, Inc.	29-Jun-21	30-Mar-22	\$460,000.00	\$403,681.13			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
DC Health Care, Inc.	08-Sep-21	07-Sep-22	\$579,512.14	\$520,673.59			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
DC Public Charter School Cooperative (known as DC Special Education Cooperative)	01-Jul-21	30-Jun-22	\$575,000.00	\$500,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
DC Residential Services	28-Mar-21	27-Mar-22	\$364,492.26	\$325,668.18	x		x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Deaf Access Solutions, Inc.	15-Aug-21	14-Aug-22	\$126,500.00	\$131,625.30	x			HCA	Sign Language Interpreter	Interpreters	Allow accessibility for persons with to receive services		RSA	Robert Richardson	DDS Staff
Devereux Foundation	15-Jan-22	31-Dec-22	\$496,771.25	\$493,645.95			x	HCA	Specialized Residential Services	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Disability Cocoon, LLC	28-Sep-20	27-Sep-22	\$65,550.00	\$21,500.00			x	Competitively Bid	DDS Technology First Initiative					Robert Richardson	DDS Staff
Divine Connect Care Inc.	09-Aug-21	27-Aug-22	\$26,321.05	\$30,154.00	x		x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
Dixon & Associates, Inc.	23-Jul-21	22-Jul-22	\$26,321.05	\$47,559.67	x			Competitively Bid	Career Assessment	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Dr. Stephen J Feinberg	01-Jan-22	31-Dec-22	\$11,500.00	\$26,706.00	x			Competitively Bid	Medical Professionals	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Dupont Computers, Inc.	01-Oct-21	30-Sep-22	\$17,250.00	\$200,575.75	x			Competitively Bid	RSA Computers & Laptops & Misc	Computer	College Student supplies		RSA	Edmund Neboh	DDS Staff
Dynamic Solutions for the Aging LLC	01-Feb-22	31-Jan-23	\$23,576.15	\$10,000.00	x			Competitively Bid	Personal Care Assistant	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Robert Richardson	DDS Staff
Eckington House Mental Health Services, LLC	31-Mar-21	30-Mar-22	\$103,500.00	\$165,188.72			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Emergency 911 Security	01-Nov-21	31-Oct-22	\$11,500.00	\$0.00	x			Competitively Bid	EMR911 security cameras and safe repair	Security	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Federal Express	01-Oct-21	30-Sep-22	\$800.00	\$800.00	x			Exempt	Federal Express	Mail services	Delivery and receipt		DDS	Robert Richardson	DDS Staff

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Fescum Incorporated	01-Apr-21	31-Mar-22	\$402,500.00	\$319,234.05			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Finsby Care, Inc.	29-Mar-21	28-Mar-22	\$270,580.88	\$214,060.30			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
First Metropolitan Community Services, Inc	22-Jul-21	21-Jul-22	\$121,247.95	\$92,482.19			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Frontline Community Services, Inc.	01-Apr-21	31-Mar-22	\$1,748,510.54	\$1,258,113.46			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
Full Circle Employment Solutions, LLC	01-Aug-21	31-Jul-22	\$23,000.00	\$18,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Galaxy HealthCare Solutions, Inc	10-Mar-21	09-Mar-22	\$2,876.15	\$8,328.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Galaxy HealthCare Solutions, Inc	01-Dec-21	30-Nov-22	\$0.00	\$0.00	x			HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
General Services, Inc.	01-Nov-21	31-Oct-22	\$65,061.00	\$65,061.00	x			Competitively Bid	Randolph Shepard Blind Vendor Program Services and Equipment	Services and equipment	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Gentle Touch	01-Oct-21	30-Sep-22	\$240,166.75	\$174,439.19	x		x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Gina Outreach Services, Inc.	22-May-21	21-May-22	\$53,088.58	\$81,838.40				HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
Global Resources and Support LLC	15-Mar-21	14-Mar-22	\$198,176.56	\$74,000.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Global Resources and Support LLC	15-Jan-21	31-Mar-22	\$138,000.00	\$235,879.65	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Harper Career Services, LLC	23-Jul-20	22-Jul-21	\$15,268.75	\$15,268.75	x			Competitively Bid	Career Assessment	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
HeadStart to Life, Inc.	01-Nov-21	31-Oct-22	\$89,987.50	\$199,868.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Health & Joy Services, LLC	16-Jul-21	15-Jul-22	\$47,444.00	\$47,444.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Health IT 2 Business Solutions, LLC dba CODICE	03-Sep-21	02-Sep-22	\$857,503.00	\$857,503.00			x	Competitively Bid	Telehealth	Remote healthcare	Improved access medical services		DDA	Kristen Best	Improved access medical services for people/families.
Health IT 2 Business Solutions, LLC dba CODICE	01-Feb-22	31-Jan-23	\$632,500.000	\$500,000.00	x			Competitively Bid	Medical Evidence of Record (MER) Payment Processor for DDD	Payment for Medical Records	Prevent late payments		DDD	Joshua Park	DDS Staff
Health Resources Service Intake Center	28-Feb-21	28-Feb-22	\$64,000.950	\$10,550.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Hillcrest Children s Center	19-Jun-21	18-Jun-22	\$204,700.000	\$110,047.67	x			HCA	Evidence Based Supported Employment	Employment for DBH referred persons	Provide services to persons that have psychological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
Hope Found, Inc.	15-May-21	14-May-22	\$402,734.324	\$320,708.55			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
Humanity In Transition, Inc	08-May-21	07-May-22	\$49,450.000	\$152,906.14			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Robert Richardson	Improved access to a broader array of services for people/families.
Humanity In Transition, Inc	01-Jan-22	31-Dec-22	\$0.000	\$0.00	x			Competitively Bid	Personal Care Assistant	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Humanity In Transition, Inc	01-Jun-22	31-May-23	\$45,927.420	\$42,750.00	x			HCA	Vocational Services-Supported Employment, Job coaching, Job Placement and Job Stabilization	Employment	Provide services to persons that have pschological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
I AM	01-Jan-22	31-Dec-22	\$5,752.30	\$500.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
IMA Professional Services of DC, PC	01-Mar-21	28-Feb-22	\$3,046,047.00	\$3,046,047.00	x			Competitively Bid	Medical Records Reviewers and Core CE Providers	Determine SSI Eligibility	Medical Records Reviewers and Core CE Providers		DDD	Siavosh Hedayati	DDS Staff
Individual Advocacy Group, Inc.	23-May-21	22-May-22	\$1,000,290.00	\$1,068,603.40			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Ink Systems, LLC	23-Oct-21	30-Sep-22	\$80,500.00	\$83,045.24	x			Competitively Bid	Randolph Shepard Blind Vendor Program Services and Equipment	Blind Vendor Support	Ability to operate vending services		RSVFP	Edmund Neboh	DDS Staff
Ink Systems, LLC	01-Dec-21	30-Nov-22	\$8,750.00	\$8,750.00	x			Competitively Bid	RSA Computers & Laptops & Misc	Computer	College Student supplies		RSA	Edmund Neboh	DDS Staff
Innisfree Incorporated	01-Jan-22	31-Dec-22	\$51,876.50	\$45,740.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Innovative Concepts, Inc.	01-Jan-22	31-Dec-22	\$114,112.25	\$106,454.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Innovative Day	01-Apr-22	31-Mar-23	\$44,505.00	\$49,966.67	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/ Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Innovative Life Solutions, Inc.	29-Mar-21	28-Mar-22	\$1,204,067.53	\$1,257,443.60			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
Integrated Community Services, Inc.	31-Mar-21	30-Mar-22	\$759,000.00	\$646,536.54			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Interdynamics, Inc.	17-Jun-21	16-Jun-22	\$9,200.00	\$18,500.00	x			Bid	RSA Psychologists	Assessments	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Robert Richardson	DDS Staff
Interdynamics, Inc.	10-Sep-20	09-Sep-21	\$10,000.00	\$8,000.00	x			Competitively Bid	Career Assessment	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Robert Richardson	DDS Staff
Jewish Social Service Agency	01-Jan-22	31-Dec-22	\$15,000.00	\$15,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Joyful Health Care, Inc.	29-Mar-20	28-Mar-21	\$31,093.20	\$30,662.43			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
Kahak, Inc.	30-Jul-21	29-Jul-22	\$11,721.00	\$0.00			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	Improved access to a broader array of services for people/families.
KBEC Group, Inc.	01-Nov-21	31-Oct-22	\$143,750.00	\$121,187.38			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Edmund Neboh	Improved access to a broader array of services for people/families.
KBEC Group, Inc.	01-Jan-22	31-Dec-22	\$37,950.00	\$3,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Zikia Harris	DDS Staff
Kevin Huff	11-Sep-21	10-Sep-22	\$11,500.00	\$7,048.50			x	Exempt	External Reviewer/ Mediator	Mediation	Forum to appeal service decisions		DDS	Siavosh Hedayati	DDS Staff
L Arche, Inc.	01-Oct-21	30-Sep-22	\$166,679.02	\$141,438.28			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Laura N. Fisher dba/MBA Non-Profit Solutions	15-Sep-21	14-Sep-22	\$115,000.00	\$48,500.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
LBM Systems, LLC	09-Oct-20	08-Oct-21	\$6,670.00	\$5,710.31	x			Exempt	Software Maintenance for AXIAR Delivery Service and AXIAR-MAM Annual Support and updates for network printers	Maintenance and Support	Software Maintenance for AXIAR Delivery Service and AXIAR-MAM Annual Support and updates for network printers		DDD	Joshua Park	DDS Staff
LexisNexis	01-Oct-21	30-Sep-22	\$2,318.40	\$2,016.00	x			exempt	LexisNexis Legal & Professional	Legal Resources	Legal Research		DDS	Robert Richardson	DDS Staff
Libera, Inc.	01-May-21	30-Apr-22	\$357,988.41	\$392,406.29	x			Exempt	Technical Support and License Agreement for Web Based Case Management System for RSA	Various DOE required reports	Case management system that houses the report client service utilization		RSA	Siavosh Hedayati	DDS Staff

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Liberty Healthcare Corporation	01-Oct-21	31-Jan-22	\$1,822,876.52	\$1,694,989.30	x		x	Competitively Bid	Provider Certification Reviews	Provider Service review	Evaluate Waiver providers		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
Lifeline, Inc.	29-Mar-21	28-Mar-22	\$385,462.20	\$359,895.80			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
LinkedIn Corporation	01-Oct-21	30-Sep-22	\$55,550.00	\$55,550.00	x			exempt	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA		DDS Staff
Low Vision Services, PLC	01-Nov-21	31-Oct-22	\$3,355.50	\$2,001.00	x			Competitively Bid	Medical Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Lt. Joseph P. Kennedy Institute	01-Nov-21	31-Oct-22	\$5,000.00	\$0.00	x			exempt	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Marjul Homes, Inc.	31-May-21	30-May-22	\$135,837.20	\$115,394.90			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
MBI Health Services, LLC	01-Jul-21	30-Jun-22	\$224,250.00	\$233,700.00	x			HCA	Evidence Based Supported Employment	Employment for DBH referred persons	Provide services to persons that have psychological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
MBI Health Services, LLC	01-Nov-21	31-Oct-22	\$183,271.16	\$156,353.88			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Siavosh Hedayati	Improved access to a broader array of services for people/families.
MBI Health Services, LLC	01-Sep-21	31-Aug-22	\$156,400.00	\$138,300.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Anthony Hodges	DDS Staff
Metro Homes, Inc.	30-Mar-21	29-Mar-22	\$811,900.00	\$692,164.04			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Metropolitan Office Products	17-Jan-21	16-Jan-22	\$36,124.38	\$53,850.00			x	HCA	Multi-Function Printer Copiers	Leases	Printers/copiers		DDS	Robert Richardson	DDS Staff
Metropolitan Washington Ear	01-Oct-21	30-Sep-22	\$57,128.55	\$49,677.00	x			Competitively Bid	Blind and Low Vision Services	Maintenance and Repair	Continuous operation		RSA	Edmund Neboh	DDS Staff
MicroPact Global, Inc.	01-Oct-20	30-Sep-21	\$385,250.00	\$360,602.00	x			Exempt	DDD Case Management Software Solutions	Maintenance and Repair	Maintain SSA Equipment		DDD	Joshua Park	DDS Staff
Midtown Personnel	01-Nov-21	31-Oct-22	\$112,780.89	\$545,146.47	x			Competitively Bid	Temporary Staffing	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff
Monumental Vending	03-Dec-20	02-Dec-21	\$25,000.00	\$50,000.00	x			Competitively Bid	Unstaffed Micro-Markets	Blind Vendor Support	Ability to operate vending services		RSA	Darryl Evans	DDS Staff
Monumental Vending	27-Oct-20	26-Oct-21	\$100,000.00	\$10,000.00	x			Competitively Bid	Vending Machines	Reimbursement of funds	Federal Funding Accountability		RSA	Darryl Evans	DDS Staff

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
MT&G Enterprise, Inc.	01-Oct-21	30-Sep-22	\$577,300.00	\$478,724.32			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Randolph Shepard staff
Multi-Therapeutic Services, Inc.	01-Oct-21	30-Sep-22	\$868,716.19	\$710,642.48			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Briana Graham	CA Reporting
My Own Place, Inc.	04-Jun-21	03-Jun-22	\$1,329,630.00	\$1,319,939.45			x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	DDA Staff
National Children s Center, Inc.	01-Jul-21	30-Jun-22	\$2,313,800.00	\$2,355,927.61	X			HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Zikia Harris	Improved access to a broader array of services for people/families.
National Federation of the Blind	22-Oct-21	21-Oct-22	\$49,565.00	\$47,800.00	x			HCA	FSB-Newsline	Leases	Living in the least restrictive setting		RSA	Siavosh Hedayati	DDS Staff
National Association of State Directors of DDS	01-Oct-21	30-Sep-22	\$54,970.00	\$20,652.50			x	Exempt	Technical Support for DDA	Dues	Technical Assistance		DDS	Zikia Harris	DDA Staff
Outstanding Possibilities Revealed	01-Oct-21	30-Sep-22	\$85,100.00	\$74,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Pitney Bowes	01-Oct-21	30-Sep-22	\$17,250.00	\$31,655.35	x			Exempt	Postage Meter	Mailing sorter maintenance/ rental	Mail postage and leasing		DDS	Darryl Evans	DDS Staff
Professional Inventory Control Systems (Randall Jean Stattel)	18-Sep-21	17-Sep-22	\$0.00	\$0.00	x			Competitively Bid	Retail Inventory	Blind Vendor Support	Blind Vendor Support		RSVFP	Darryl Evans	DDS Staff
Project ReDirect, Inc.	01-Apr-21	31-Mar-22	\$742,684.04	\$645,812.21	x		x	HCA	Residential Habilitation, Supported Living, and Host Home Occupancy-Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities served by DDA	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	DDA Staff
Project ReDirect, Inc.	30-Aug-21	29-Aug-22	\$92,000.00	\$114,050.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Promesa Consulting Group, Inc.	01-Jan-21	31-Dec-21	\$93,602.41	\$93,602.41			x	HCA	Clinical Consultants for People with IDD-PT SLP Psychology	Assessments	Clinical Consultation		DDA	Briana Graham	DDS Staff
Promesa Consulting Group, Inc.	01-Jan-22	31-Dec-22	\$0.00	\$0.00	x			HCA	Comprehensive Statewide Needs Assessment	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
PSI Services III, Inc.	01-Sep-21	31-Aug-22	\$111,723.65	\$80,711.00	x			HCA	Evidence Based Supported Employment	Employment for DBH referred persons	Provide services to persons that have psychological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
PSI Services III, Inc.	01-Nov-21	31-Oct-22	\$214,730.30	\$51,458.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
Psychiatric Center Chartered Inc.	01-Feb-22	31-Jan-23	\$384,100.00	\$199,345.33	x			Competitively Bid	Evidence Based Supported Employment	Employment for DBH referred persons	Provide services to persons that have psychological barriers to employment		RSA	Siavosh Hedayati	DDS Staff
Qlarant	01-Dec-21	30-Mar-22	\$1,694,989.30	\$1,694,989.30	x		x	Competitively Bid	Provider Certification Reviews	Provider Service review	Evaluate Waiver providers		DDA	Zikia Harris	Improved access to a broader array of services for people/families.

Attachment F: DDS Contracts Grants and Procurements FY21 FYTD22

Name of Provider	Award Date	Expiration Date	Approved Budget	Actual Budget	Funding Source Federal	Funding Source Intra District	Funding Source Local	Competitively Bid, Human Care Agreement, Sole Source, or Exempt	Purpose	Contract Deliverables	Contract outcomes	Corrective action taken or technical assistance provided	Admin/Program	Contract Administrator	Oversight/Monitoring Plan for the Contract
Quality Trust for Individuals with Disabilities	01-Oct-21	30-Sep-22	\$69,000.00	\$60,000.00			x	Exempt	Project Action!	Employment	Provide services to persons that typically have barriers or impediments to successful employment		DDA	Zikia Harris	DDS Staff
R&J Consulting Group, LLC dba Club Z! In Home Tutoring Services	29-Jul-20	28-Jul-21	\$1,000.00	\$230,128.62	x			Bid	Tutoring and Academic Support	Leases	Living in the least restrictive setting		RSA	Frank Van Atta	DDS Staff
RCM of Washington, Inc.	01-Oct-21	30-Sep-22	\$1,136,717.50	\$1,035,887.38	x			HCA	Residential Habilitation, Supported Living, and Host Home Occupancy Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities (Residential Expenses)	Residential treatment services	Living in the least restrictive setting		DDA	Edmund Neboh	Improved access to a broader array of services for people/families.
RCM of Washington, Inc.	31-Jul-21	30-Jul-22	\$139,150.00	\$67,500.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Briana Graham	DDS Staff
Rebecca S. Salon	11-Aug-21	10-Aug-22	\$15,000.00	\$20,000.00			x	Competitively Bid	Expert Consultant-Grant Writer For DDS	Grant Applications			DDS	Kristen Best	DDS Staff
RSCR West Virginia, Inc.	01-Jul-21	29-Jun-22	\$139,150.00	\$170,310.62	x		x	HCA	Residential Habilitation, Supported Living, Host Home and Related Residential Expenses for District of Columbia Persons with Intellectual and Developmental Disabilities	Residential treatment services	Living in the least restrictive setting		DDA	Anthony Hodges	Improved access to a broader array of services for people/families.
Saint Coletta of Greater Washington, Inc.	01-Dec-21	30-Nov-22	\$198,375.29	\$2,500.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Siavosh Hedayati	DDS Staff
SchoolTalk, Inc.	15-May-21	14-May-22	\$142,600.00	\$925,000.00	x			HCA	Vocational Services	Employment	Provide services to persons that typically have barriers or impediments to successful employment		RSA	Edmund Neboh	DDS Staff

10. Please provide the following information for all contract modifications made during FY21 and FY22, to date:

- g. Name of the vendor;**
- h. Purpose of the contract;**
- i. Modification term;**
- j. Modification cost, including budgeted amount and actual spent;**
- k. Narrative explanation of the reason for the modification; and**
- l. Funding source.**

There were four contract modifications made during FY21 and FY22, to date:

- i. G) Liberty Healthcare Corporation; H) provider certification reviews; I) October 1, 2020- November 30, 2021 and December 1, 2021- January 31, 2022; J) budgeted amount \$396,448.80, actual amount spent \$322,114.65; K) extended due to protest filed by incumbent; L) 100% locally funded.
- ii. G) Devereaux Foundation; H) out of state residential services; I) February 1, 2022- January 31, 2023; J) budgeted amount \$84,265.95, actual amount spent \$0 (projected \$84,265.95); K) price adjustment based on increase in staff salaries; L) 100% locally funded.
- iii. G) Woods Services; H) out of state residential services; I) July 1, 2021- June 30, 2022; J) budgeted amount \$664,559.42, actual amount spent \$305,176.41; K) rate adjustment based on increase in cost of living; L) 100% locally funded.
- iv. G) Metropolitan Office Products; H) multi-function copiers/printers; I) January 17, 2022- July 15, 2022; J) budgeted amount \$40,326.06, actual amount spent \$0 (projected \$40,326.06); K) current inventory unstable based on supply chain shortages and transportation delays; L) 100% locally funded.

11. Please provide a list of all MOUs currently in place and any MOUs planned for the coming year. Please provide copies of all such MOUs.

Please see Attachment G: DDS MOU Listing FY22. MOU copies may be found at the end of this document.

ATTACHMENT G: DDS MOU LISTING FY22

Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY21	\$21,650	OSSE	RSA	OSSE Technical Assistance	Darryl Evans	Seller	30-Sep-21
FY21	\$95,283	DCHR	RSA	Disability Employment Specialist (DES)	Darryl Evans	Buyer	30-Sep-21
FY21	\$407,958	DCPS	RSA	Pre-ETS	Darryl Evans	Buyer	30-Sep-21
FY21	\$825,000	DOES	RSA	MBSYEP (Pre-ETS)	Darryl Evans	Buyer	30-Sep-21
FY22	\$9,747	DCHR	AMP	To provide suitability & employment screening	Jessica Gray	Buyer	30-Sep-22
FY22	\$17,300	DCPL	RSA	Newsline Services	Darryl Evans	Buyer	30-Sep-22
FY22	\$25,000	DCRA	RSA	RSVFP business licensing services	Darryl Evans	Buyer	30-Sep-22
FY22	\$128,958	DACL	RSA	Independent Living Services	Darryl Evans	Buyer	30-Sep-22
FY22	\$143,900	DC Workforce Investment Council	RSA	Workforce Innovation and Opportunity Act	Darryl Evans	Buyer	30-Sep-22
FY22	\$231,156	CFSA	DDA	Provide care for youth in CFSA care	Winslow Woodland	Seller	30-Sep-22
FY22	\$493,771	OCP	AMP	Procurement Reform for FY22	Thomas Morris	Buyer	30-Sep-22
FY22	\$1,234,380	DHCF	DDA	1st Year Option - IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-22
FY22	\$84,210,649	DHCF	DDA	4th Year Option - IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-22

12. Please provide a list and copies of all current and planned Memoranda of Agreement with Public Charter Schools regarding referrals and coordination of transition services for youth with disabilities.

Copies of the fully executing MOAs may be found at the end of this document.

Local Education Agency	Status
Academy of Hope	In progress
Basis	Fully executed
Briya	In progress
Cesar Chavez	In progress
Capital City	Fully executed
Carlos Rosario	In progress
CC Prep Academy	In progress
DCI	Fully executed
EL Haynes	Fully executed
Friendship Collegiate & Tech Prep	In progress
Global Girls Academy	In progress
Goodwill Excel Academy	In progress
IDEA	In progress
Kingsman Academy	Fully executed
KIPP DC & Somerset	In progress
LAYC	Fully executed
Maya Angelou	Fully executed
National Collegiate	In progress
PAUL	Fully executed
Richard Wright	In progress
SEED	In progress
St. Coletta Special Education Campus	In progress
Thurgood Marshall	Fully executed
Washington Latin	Fully executed
Washington Leadership Academy	In progress
YouthBuild	Fully executed

Grievance/Complaint Procedures

13. Please respond to the following for FY21 and FY22, to date:

a. The number of complaints received by DDS' Customer Relations Unit;

DDS Customer Service Unit responded to the following number of complaints/concerns; 211 in FY2021 and 54 in FY2022 (through 1/3/22).

b. Provide a breakdown of complaints received by category type and the number within each category type;

Customer Feedback Category	FY 21 TOTAL	FY 22 YTD
Clarification of Case Status	50	10
Feedback about DDS staff services-communication	16	4
Feedback about DDS staff services-other	27	4
Feedback about provider services	16	3
Feedback regarding payment of services	1	0
Inquiry: how to receive DDS services	44	15
Inquiry: not related to DDS services	27	12
Other	9	2
Request for new Service Coordinator/VR Counselor	11	4
Vendor inquiry	10	0
Grand Total:	211	54

c. Indicate the DDS administration and the specific program or provider identified in the complaint;

Administration	FY 21 TOTAL	FY 22 YTD
DDA	40	10
DDD	46	11
DDS	53	19
RSA	71	14
Other	1	0
Grand Total:	211	54

d. Provide the outcomes or corrective actions to address each complaint; and

As of January 3, 2022, DDS has received 211 complaints/inquiries in FY 2021 and 54 complaints/inquiries in FY 2022 (as of 1/3/22). There is one pending complaint awaiting resolution. The action and outcome of each complaint is specific to that inquiry or complaint and may contain protected and confidential information that cannot be shared in this context.

e. Provide the response time for responding to complaints.

FY 2021 - 2.9 Days (avg.)

FYTD 2022 – 2.4 Days (avg.) [as of January 3, 2022]

f. How many complaints received by the Customer Relations Unit were associated with service delivery difficulties due to the COVID-19 pandemic?

The Customer Relations Unit received one complaint related to a client who needed more time to provide documentation due to COVID-19 and another call about how to get the COVID-19 vaccine.

14. How many serious reportable incidents (SRIs) did DDA investigate in FY21?

Please provide the number of SRIs by category.

Incident Type	Total Incidents
Abuse	125
Exploitation	40
Missing Person	57
Neglect	187
Other	2
Serious Medication Error	6
Serious Physical Injury	106
Serious Reportable Incident/ COVID-19 (Person Supported - EIH)	26
Suicide Attempt	2
Unplanned or emergency inpatient hospitalization	440

15. How many allegations of abuse and neglect were substantiated in FY21?

In FY 2021, 41 of the 125 abuse allegations were substantiated. During the same fiscal year, 105 of 187 allegations of neglect were substantiated.

16. How many deaths were substantiated as the result of abuse, neglect or the use of restraints by a DDA provider? Was law enforcement involved in investigating any of these deaths?

No deaths were substantiated as the result of abuse, neglect or the use of restraints by a DDA provider.

When a person dies, there is an external investigation performed by an outside contractor, The Columbus Organization, which determines whether a death was expected or unexpected, and preventable or unpreventable. Deaths are reported to local law enforcement and the applicable medical examiner's office.

17. What percentage of the SRIs were investigated within 45 days as required by DDA's policy?

DDA investigated 100% of SRIs within 45 days.

FY21 1003 of 1003 = 100%

FY22 277 of 279 = 99.3% (to date)

18. How many complaints were received by RSA in FY21? How did the number of complaints compare to FY20?

There were 71 RSA complaints in FY21. That is decrease of 13 (15%) total complaints from FY20. There were 84 cases noted in FY20.

19. How many informal administrative review meeting requests were made in FY21? What portion of the subsequently held review meetings resulted in reversal or partial reversal of the decision of RSA?

There were ten informal administrative review meetings in FY21. Of the ten review meetings held, five resulted in RSA decisions that were upheld, and five resulted in reversals or partial reversals.



Waiver Services

20. Please provide the number of people currently receiving services under the following Medicaid waivers, and the number of available slots for each waiver:

a. People with Intellectuals and Developmental Disabilities (I/DD) Waiver

There are 1,826 people currently receiving services under the I/DD waiver as of 12/31/2021 and 97 available slots.

b. Individual and Family Supports (IFS) Waiver

There are four enrollees in the IFS waiver as of 12/31/2021 and 56 available slots.

Direct Support Professionals Workforce

21. What is the most current state of DSP wages and funds at DHCF meant to meet the pay rate goals of the “Direct Support Professional Payment Rate Act of 2019”?

During the course of the public health emergency, Appendix K to the DDS Waivers has included increases in rates to provide for a 15% increase in DSP wages. This increase is expected to remain in place until six months after the end of the federal public health emergency. DHCF provided local funding of \$1.4 million for DSP bonuses totaling \$4.6 million to providers at the beginning of FY 2022. Additionally, in FY 2022 DDS will be funding an additional \$1.4 million for DSP bonuses in the plan for the enhanced FMAP funds provided through the American Rescue Plan Act.

Developmental Disabilities Administration (DDA)

22. How many people applied for DDA services in FY21 and FY22 to date? Please provide the reasons/categories for service denial and the number of denials in each category.

During Fiscal Year 2021, 91 people applied for DDA services, of which 26 were denied.

Between October 1, 2021 and December 31, 2021, 30 people have applied for DDA services, of which 4 were denied. The reasons for denial are listed below.

Denial Reason	FY 21	YTD 22
Documented evidence of pre-18 IQ Score that does not indicate ID	1	2
Documented evidence of no pre-18 limitations in adaptive functioning	7	2
Documented evidence of a pre-18 IQ score that does not indicate ID considering standard error and no limitations in adaptive functioning	13	0
Current documentation and/or testing failed to support diagnosis of ID	5	0
No evidence of DC residency	0	0
Under the age of 18	0	0
Total	26	4

23. How many denials of eligibility were appealed to the Office of Administrative Hearings (OAH) in FY21 and FY22 to date? How many of those denials were reversed in the OAH?

There have been no appeals of ineligibility determinations in FY22 to date.

In FY21, two ineligibility determinations by DDA during the fiscal year were appealed to OAH: OAH Case Nos. 2021-DDS-00004 and 2021-DDS-00005. OAH reversed the denial of eligibility in OAH Case No. 2021-DDS-00005 in a final order issued in December 2021, after five days of virtual evidentiary hearings. OAH Case No. 2021-DDS-00004 is pending, with a status conference to be held in February 2022.



In FY 21, OAH issued two other final orders in ineligibility cases filed in prior fiscal years: in OAH Case No. 2018-DDS-00013, OAH reversed DDA's finding of ineligibility, and in OAH Case No. 2020-DDS-00007, OAH affirmed DDA's finding of ineligibility.

24. In FY21, what was the average number of days from when an application for DDA services was submitted and an eligibility decision was made? How does this compare to FY20?

In FY21, the average number of days from when an application for DDA services was submitted to when an eligibility decision was made was 33 days. This was a decrease in number of days from FY20, which was 59 days.

25. For the people found eligible for DDA services in FY21, what was the average length of time between the finding of eligibility and the completion of an Individual Support Plan (ISP)? What was the average length of time between eligibility and receipt of services identified in the ISP? For both, is this an increase or decrease from prior years?

In FY21, the average number of days from the finding of eligibility to the completion of an initial ISP was 68. This represented a decrease from the previous year's average of 102 days. In FY 21, the average number of days from the finding of eligibility to receipt of services in the ISP was 168.6, which was also a decrease from FY 20, at which point the average number of days was 327.69.

DDA has concluded that the length of time that elapses from the creation of an ISP to the recipient's initial utilization of HCBS Waiver service appears to indicate that participants may not have an immediate need for waiver services. Examples of this are transition cases in which residents are presently receiving DC Public School services and/or Health Services. Other examples include people referred by RSA who were determined eligible for DDA and requested supported employment. RSA services are maximized prior to utilizing waiver services for coaching and ongoing supports.

26. What is the average caseload of DDA service coordinators? What is the highest number of individuals a service coordinator has on their caseload?

The average caseload of DDA service coordinators is 29. The highest number of individuals on a caseload for a Service Coordinator is 35. Service Coordinators'

caseloads are based on DDS policy and determined by skills, experience, location of placement, and caseload size.

27. How many people currently receive services from DDA?

Responses as of 12/31/2021

- a. **How many people receiving supports from DDA currently live in ICFs?**

263

- b. **How many people receiving supports from DDA currently receive Supported Living services?**

916

- c. **How many people receiving supports from DDA currently live in their natural homes?**

913

- d. **How many people receiving supports from DDA are currently placed in nursing homes?**

8 (three of whom are also in the HCBS I/DD waiver program)

- e. **How many people receiving supports from DDA are currently placed in psychiatric hospitals?**

4 (two of whom are also in the HCBS I/DD waiver program)

- f. **How many people receiving supports from DDA are currently incarcerated?**

4 (one of whom is also in the HCBS I/DD waiver program)

28. Does DDA coordinate with the DC Department of Corrections to identify individuals who are eligible for DDA services? If so, please explain that coordination.

To the extent the Department of Corrections or a person's advocate identifies a person as potentially eligible for services, or the agency otherwise receives an application, the agency works on establishing eligibility. For persons who have been found eligible, or

who were in services prior to incarceration, the agency works with the person on appropriate services to be put in place once the person is released. The agency also works with the U.S. Attorney's Office and the Office of the Attorney General on those persons who may be eligible for forensic commitment if the person has been found incompetent to stand trial or to participate in sentencing or transfer proceedings for a crime of violence or sex offense.

29. How many people within the DDA system carry a diagnosis of autism or any related diagnoses?

DDS does not track this data. DDS uses Person-Centered processes to develop ISPs based on the person's individual strengths, interests, and needs.

30. Please provide the DDA incident[ts] reports for FY21 and FY22, to date, by provider, as well as DDS responses.

Fiscal Year	RI	SRI	Total
FY 2021	710	224	934
FYTD 2022	167	44	211

31. Please provide copies of the most recent Provider Report Cards related to incident management performance.

Please see [Attachment H: DDS Provider Report Card FY21](#).

32. How many people who DDA supports were competitively employed in FY21 and in FY22, to date? How does this compare with FY20? How many were affected by furloughs, layoffs, or other consequences of the pandemic?

In FY21, 313 people were competitively employed. 329 are competitively employed in FY22 (as of December 31, 2021). DDS does not track those affected by furloughs, layoffs, or other consequences of the pandemic.

33. In FY21 and FY22 to date, how many people receiving DDA services were in pre-vocational or employment readiness programs? Of those, how many successfully moved into supported employment? Or competitive employment?

In FY21, 37 of 235 people receiving DDA services were in pre-vocational or employment readiness (ER) programs. This number stands at 30 of 169 in FY22 (as of 12/31/2021). 89 people have successfully moved into Supported Employment.

34. In FY21, how many new customized employment opportunities were created for people receiving DDA services? In FY22 to date?

DDA providers are not asked to report on which jobs could be considered customized, therefore, we do not know the number of new customized employment opportunities created for people receiving DDA services. However, based upon our required processes, it is likely that many jobs are customized in one or more ways, including task reassignment, flexible hours or schedules, job sharing, or job modification. To support customized employment, all DDA service coordinators and HCBS I/DD Waiver day and employment service providers are required to be trained on Discovery, which is considered the cornerstone of customized employment.

Discovery is a form of vocational assessment specifically tailored for people with the most significant barriers to employment. Each person who receives HCBS I/DD Waiver day or employment services has a customized employment Discovery Positive Personal Profile and accompanying Job Search/Community Participation Plans based on what they and their support team learned through the Discovery process. Please note that some jobs are customized as part of the hiring process while others are customized after someone starts and the employer/employee learn about what accommodations, modifications and support will enable someone to be successful.

35. In FY21 and FY22 to date:

- a. How many service providers in the DDA system received some form of formal sanction? How many are currently receiving some form of sanction?**

For FY21 to FY22 to date, 20 providers received some form of formal sanctions. Currently, five providers are on sanctions.

- b. Which service providers have been sanctioned most often?**

DC Care Center, Inc. received the highest number of sanctions: 4.

- c. What are the three most common reasons a service provider receives some form of sanction?**

Matters pertaining to non-compliance with COVID-19 policies, timely issue resolution and concerns stated by Incident Management and Enforcement Unit (IMEU) staff directly were the common causes for sanction.

d. How many service providers were placed on the “Do Not Refer List”?

In FY21, 16 providers were placed on the “Do Not Refer” list.

e. Please describe the reason the providers were placed on DDA’s Do Not Refer list.

Matters pertaining to non-compliance with COVID-19 policies, as well as deficiencies stated during Provider Certification Reviews (PCRs) and Provider Performance Reviews (PPRs) were the common causes for placement on the “Do Not Refer” list.

f. What is the typical length of time a service provider is on the “Do Not Refer List”?

Timeframes provided in calendar days:

The average length of time a service provider is on the Do Not Refer List is 90 days.

g. After a provider is removed from the “Do Not Refer List,” what is the average length of time before it assigned a new person to support?

Referrals can be made immediately to a provider once they have been released from sanctions if a request has been made for that provider specifically.

36. DDA has drafted a policy and procedure that would affect DDA consumers in residential services who wish to live alone or want to live in an apartment over DDA’s rental cap. How many current DDA consumers live alone in DDA housing? How many live in DDA housing that is above DDA’s rental cap?

DDA has engaged our stakeholders in the development of a draft policy and procedure.

Currently, 143 DDA consumers live alone in DDA-funded units. There are nine people supported by DDA who live in DBH funded units.

The DDA also supports 103 people who live in 48 homes above the rental cap.

37. What efforts has DDS made in assisting the providers in securing affordable accessible housing, specifically with DCHA? Is DDS partnering with any other District agency to examine voucher programs or set asides with new development throughout the District?

DDS recognizes that securing affordable housing is an issue across the District. DDS has collaborated and will continue to collaborate with other District agencies, including Department of Housing and Community Development (DCHD), to explore options that would assist providers in securing affordable accessible housing.

Through funding authorized by the American Rescue Plan Act of 2021 (ARPA), DDS has recently hired a Housing Coordinator. In addition to increasing analytical and administrative support to the Operations Division, the Housing Coordinator will be responsible for:

- Working with DDS service providers to help people identify new housing opportunities, including but not limited to public housing, housing voucher programs, specialized housing programs (e.g., senior housing, adaptive housing, etc.), and low-income housing.
- Evaluating existing housing program vouchers for effectiveness and accuracy.
- Working in collaboration with the Service Planning and Coordination Division (SPCD) to assist service providers with navigating housing application processes.

38. Who determines if a person should apply for the IFS waiver or the I/DD comprehensive waiver?

During the service planning meeting, the person and their IDT team determine the waiver program based on the individual needs of the person.

39. How many Intermediate Care Facilities (ICF) did the Department of Health cite for Immediate Jeopardy in FY21? Please describe the reason for the finding of Immediate Jeopardy.

Two ICFs were cited during FY21. One ICF received deficiencies at the conclusion of a COVID-19 Focused Infection Control Survey which was administered to assess the infection control practices and procedures in place at the facility (42 CFR 483-460 – Health Care Services). The other ICF was cited at the conclusion of the annual recertification process due to failure to assert compliance with the federal participation



requirements regarding facility staffing and the physical environment (42 CFR 483-470 – Physical Environment).

40. How many providers closed, either voluntarily or involuntarily, in FY21? If the providers closed involuntarily, please provide the reason the providers were forced to cease providing services.

In FY 21, four providers closed voluntarily, and none closed involuntarily.

41. How many people supported by DDA have Behavior Support Plans?

Currently, there are 788 people supported that have Behavior Support Plans (BSPs).

42. How many people supported by DDA have physical restraints as part of their Behavior Support Plan?

Currently, there are 26 people supported who have physical restraints as part of their BSP.

43. How many people have been subject to a physical restraint by provider staff in FY21? In the first quarter of FY22?

Instances of unapproved use of restraints are reported as a Serious Reportable Incident (SRI) and investigated by the Incident Management and Enforcement Unit (IMEU). A review of SRI data showed that there are no reported inappropriate uses of restraints in FY21 or use of unapproved restraints, and one incident of a use of unapproved restraints in the first quarter of FY22. While providers are not required to report to DDA the use of restraints to the extent they are consistent with an approved BSP, they are required to document the use of physical restraint in the client record consistent with DDA policy and procedure. The BSP must identify the provider's plan for tracking and collecting data on the use of physical restraints. This data should be reviewed by the provider monthly and the support team at least quarterly. Neither the providers nor DDS aggregate this data. However, this information is considered by the provider's Human Rights Committee and DDS's Restrictive Controls Review Committee at least annually in review and approval of BSPs.

Rehabilitation Services Administration (RSA)

44. How many RSA cases were there in FY21?

RSA had 6,065 cases in FY2021.

45. How many individuals receiving services through DDA are also getting services from RSA?

There are 214 adults who are receiving supports from DDA and RSA's supported employment unit. There are 125 youth who are receiving supports from DDA and RSA's transition unit.

46. Please report RSA cases closed during FY21 and the reason for case closure.

RSA had 6,065 cases in FY2021. Of those, 1,928 cases were unsuccessful closures. The number of unsuccessful closures reflected in FY21 is a result of the impact of COVID-19 on services and on the people that we support. All services were virtual for the first three quarters of FY21. There was loss of client contact due to consumers not engaging in virtual services and not having other modalities for receiving services, such as in-person services.

47. What are the caseloads for the RSA rehabilitation counselors?

The average caseload for counselors across the agency is 82 as of January 20, 2022. The average caseload for counselors by unit is as follow:

- VR General: 55
- Transition: 124
- Evidenced-Based Supported Employment: 67
- Sensory (Blind/Visually impaired/Deaf-Hard of Hearing): 80

In accordance with the current Vocational Rehabilitation (VR) WIOA State Plan, the caseloads of RSA counselors are as follow: VR general caseloads — 125-150:1; Blind and Visually Impaired or Deaf and Hard of Hearing Caseloads — 75-100:1; Transition Caseloads — 125-150:1. In FY21, general VR referrals District-wide have been low because the American Job Centers (AJCs) were closed during the COVID-19 pandemic. The AJC headquarters and one satellite office were opened in July 2021. Currently, there is only one counselor per partner agency on one day each

week. There are two of four AJCs that are currently open and operating on appointment-only status. RSA is assigning work-ready clients who were previously archived to be added to VR counselors' caseloads for referral to job development and job placement providers. There were one transition counselors and two sensory VR counselors who had more than the recommended maximum caseloads. Caseload balancing and reassignment is being addressed in the current fiscal year with new employees hired in FY22.

48. How many vocational evaluations were funded by RSA in FY21? To date, in FY22?

Internally, there were 8 vocational evaluations completed by RSA during FY21. During FY21, 6 vocational evaluations were administered to adults, and 2 were administered for transition youth. The FY22 YTD total for internal vocational evaluations is 8 as of January 20, 2022. Six of the vocational evaluations were administered to adults as of January 22, 2022, and 2 were completed for transition youth. Due to COVID-19, RSA worked to transition to a remote testing environment. The staff assigned to the vocational evaluations worked with OSSE who provided support around the limitations and barriers to remote testing. Vocational staff completed remote testing training and continues to work on the logistics and staffing to implement remote testing.

RSA authorized 61 vocational evaluations in FY21, and 28 vocational evaluations as of January 20, 2022. In FY21, 10 vocational evaluations were authorized for transition-age youth and 51 for adults. In FY22 year-to-date, there were 9 vocational evaluations authorized for transition-age youth and 19 for adults.

VR counselors complete a comprehensive assessment for each client when developing an individualized plan for employment. This required comprehensive assessment evaluates a client's strengths, resources, and abilities. This assessment examines the priorities and concerns of the client and the client's affected functional capabilities. The VR counselor also looks at the factors that have been identified as potentially negatively impacting the client's successful vocational rehabilitation participation. Assistive technology needs are also considered, as well as post-employment services and supported employment services, if applicable. The VR counselor also works with the client to learn more about the client's vocational goals and in which career pathway(s) the client is interested. There were 1,365 comprehensive assessments completed by VR counselors in FY21.

49. How many individuals attained employment for 90 days or more in FY21? To date in FY22?

- a. Of those individuals who attained employment, what percent were earning within \$1.00/hr above the minimum wage for the District of Columbia?**
- b. What portion were earning less than the minimum wage?**

In FY21, there were 609 successful closures, which was 16% above the successful closures in FY20. In accordance with the Fair Shot Minimum Wage Amendment of 2016, the minimum wage and living wage in the District of Columbia increased to \$15.20 on July 1, 2021. For FY21, 97 people earned within \$1.00/hour above the minimum wage for DC. For FY22 YTD, 15 people earned within \$1.00/hour above the minimum wage for DC. For FY21 there were 329 people earning less than the DC minimum wage. People placed in jobs earning less than the DC minimum wage were placed outside of the District. FY22 YTD, there are 72 people placed in jobs earning less than the DC minimum wage. For FY21, 185 people earned more than \$1.00/hour above minimum wage for DC. FY22 YTD, there were 23 clients earning more than \$1.00 above the minimum wage for DC. [YTD as of Dec. 31, 2021]

50. Of successful employment placements, how many were in:

- c. Cleaning and maintenance positions? 134**
- d. Office administrative support positions? 124**
- e. Food preparation and serving positions? 71**

51. What partnerships does DC RSA have with large employers in the area? Which employers are new partners in FY21? What is DC RSA's plan to establish additional partnerships?

DC RSA has partnerships with large employers in the area such as:

CVS
Amazon
UnitedHealth Group
Walgreens
Chemonics
Sodexo



Pepco
WMATA
Marriott Hotels (Renaissance and Residence Inn in Arlington, VA)
Federal Government
U.S. Department of Agriculture
Department of Transportation
Pension Benefit Guaranty Corporation
U.S. Department of Labor
FDIC
DC Government
DC Department of Consumer and Regulatory Affairs
DC Department of Behavioral Health
DC Department of Forensic Sciences
DC Office of the State Superintendent of Education

The following employers are new partner in FY21:

Some of our new partners in FY21 included:
UnitedHealth Group
U.S. Coast Guard
Federal Emergency Management Agency
U.S. Customs and Border Protections
Federal Highway Administration
American University
American Red Cross
Uniqlo
DC Office of the State Superintendent of Education
DC Department of Youth Rehabilitation Services

RSA's plan to establish additional partnerships includes RSA's recent purchase of a LinkedIn subscription to Talent Insights and Recruiter. RSA will utilize these tools to research the market and identify potential partnerships. RSA will expand its presence on the social media site to engage businesses and the general community of potential clients within that space. Additionally, RSA will continue to utilize its memberships with the DC Chamber of Commerce and the DC Board of Trade to identify new

partnerships, educate businesses about hiring persons with disability, and dispel myths.

52. How many DC RSA clients received supported employment services in FY21 under 2019-RSA-POL007? In FY21, how many requests for supported employment services has DC RSA denied?

In FY21, there were 339 clients who received supported employment services. There were no requests for supported employment services that RSA has denied.

53. If an individual has reached the maximum number of months of supported employment services, but still requires those services, what does DC RSA do to ensure that services are continued?

RSA follows its [Supported Employment Policy](#) (2019-RSA-POL007) Sec. F when a case has reached the maximum number of months of supported employment services. In special circumstances, the eligible person and VR specialist may jointly agree to extend the time to achieve the employment outcome identified in the IPE using funds made available through the VR program allotment for persons with a most significant disability who are eligible under the Supported Employment program.

54. How many students, broken down by school, were eligible for PETS, and how many were reached during the school year compared to the prior two years? What challenges has DDS identified with reaching DCPS students?

See [Attachment I: RSA Potentially Eligible Students by School](#)

RSA has encountered some challenges obtaining parental consent to provide pre-employment transition services to DC Public Charter School students. RSA is required to have parental consent to provide services to students with disabilities under the age of 18. RSA has worked with DCPS and the DC Special Education Cooperative (a provider that supports coordination of services with charter school) to continue its outreach efforts to parents, students, and school-based staff. RSA has also encountered challenges with coordination of Pre-ETS while schools are engaged in virtual instruction due to COVID-19. RSA continues to coordinate with its DCPS counterparts at the central office to engage schools with RSA VR counselors and the DC Special Education Cooperative to work with the charter schools to provide pre-employment transition services.

ATTACHMENT I:
RSA POTENTIALLY ELIGIBLE STUDENTS BY SCHOOL

School Name	TYPE	Potentially Eligible # of Students (FY21)	# of Students Reached (FY21)	Potentially Eligible # of Students (FY20)	# of Students Reached (FY20)	Potentially Eligible # of Students (FY19)	# of Students Reached (FY19)
Academy of Holy Cross	NP	N<10	1	N<10	1	N<10	0
Accotink	NP	N<10	4	N<10	4	N<10	9
Ancacostia	DCPS	103	40	110	51	105	46
Ballou HS	DCPS	153	100	135	55	158	65
Ballou STAY	DCPS	79	39	79	25	86	22
BARD Early College	DCPS	10	10	N<10	4	N/A	N/A
Capital City	PCS	81	42	72	36	75	28
Cardozo	DCPS	117	80	117	65	121	63
Cesar Chavez	PCS	70	6	86	16	120	36
CFSA (Placement)	Placement	N/A	2	N/A	1	N/A	0
Columbia Heights (CHEC)	DCPS	133	28	106	37	104	54
Chelsea School	NP	N<10	4	N<10	3	N<10	5
Childrens Guild	PCS	N<10	3	N<10	2	N<10	2
Coolidge	DCPS	98	46	86	39	72	28
DC Scholars	PCS	N<10	1	N<10	0	N<10	0
DCI	PCS	102	37	66	22	58	57
Duke Ellington	DCPS	37	14	33	21	40	13
Dunbar	DCPS	129	86	121	81	113	70
DYRS (Placement)	Placement	N/A	2	N/A	0	N/A	0
Eastern HS	DCPS	203	109	183	132	180	131
El Haynes	PCS	118	48	101	44	106	37
Foundations	NP	N<10	5	N<10	4	N<10	6
Friendship	PCS	256	52	220	120	213	99
Frost School	NP	N/A	5	N/A	23	N/A	18
Goodwill Excel	PCS	21	2	24	9	27	23
HD Woodson	DCPS	127	113	124	82	118	78
High Roads (MD)	NP	N/A	6	N/A	11	N/A	25
IDEA	PCS	104	85	91	77	88	24
(Imagine) Hope Community	PCS	N<10	1	N<10	1	N<10	0

ATTACHMENT I:
RSA POTENTIALLY ELIGIBLE STUDENTS BY SCHOOL

		Potentially	# of Students	Potentially	# of Students	Potentially	# of Students
Inspiring Youth Program	PCS (former)	24	0	37	3	24	5
Ivy Mount	NP	N<10	1	N<10	8	N<10	0
Katherine Thomas	NP	N/A	10	N/A	1	N/A	2
Kennedy Institute	NP	N/A	24	N/A	7	N/A	1
Kennedy Krieger	NP	N/A	5	N/A	0	N/A	0
Kingsman Academy	PCS	50	1	81	37	103	11
KIPP DC	PCS	314	93	296	61	228	51
LAYC Career Academy	PCS	N<10	5	N<10	9	N<10	5
Luke Moore	DCPS	76	0	64	12	69	21
Maya Angelou	PCS	74	28	105	36	120	32
McKinley Tech	DCPS	20	14	24	20	22	22
Monroe School	NP	N<10	1	N<10	1	N<10	4
Mounument	PCS	N<10	2	N<10	0	14	0
MSSD	PCS	N/A	13	N/A	20	N/A	0
National Collegiate	PCS	Closed	Closed	30	19	50	35
New Beginnings	NP	N/A	4	N/A	11	N/A	7
Next Steps	PCS	N<10	1	N<10	5	N<10	0
Pathways	NP	N/A	0	N/A	13	N/A	12
Paul PCS	PCS	103	31	104	39	99	24
Phelps ACE	DCPS	42	8	41	18	34	26
Phillips School	NP	N<10	3	N<10	1	N<10	1
Phillips Annadale	NP	N<10	1	N<10	0	N<10	0
ProjectSEARCH DCPS	DCPS	8	8	13	13	9	9
Richard Wright	PCS	68	20	58	8	49	0
River Terrace	DCPS	100	60	92	62	87	60
Ron Brown	DCPS	74	11	78	13	87	12
Roosevelt High	DCPS	137	45	132	50	133	53
Roosevelt STAY	DCPS	99	14	107	9	86	7
School W/O Walls	DCPS	N<10	3	N<10	0	N<10	0

**ATTACHMENT I:
RSA POTENTIALLY ELIGIBLE STUDENTS BY SCHOOL**

		Potentially	# of Students	Potentially	# of Students	Potentially	# of Students
SEED	PCS	51	2	49	10	30	4
Somerset	PCS	Closed	Closed	Closed	Closed	49	33
St. Coletta	PCS	127	12	123	10	129	4
Thurgood Marshall	PCS	75	21	78	26	63	31
Village Academy	NP	N<10	1	N<10	6	N<10	5
Washington Latin	PCS	54	6	27	27	38	22
Washington Leadership	PCS	102	35	94	37	67	19
Washington Metropolitan	DCPS	Closed	Closed	55	7	52	12
Wilson HS	DCPS	224	18	202	51	184	66
YouthBuild	PCS	27	0	33	5	27	4
Youth Services Center	PCS (former)	25	2	28	28	20	6
Grand Total:		3815	1474	3705	1649	3657	1545

*Potentially eligible student information is not available for all non-public schools.

*Potentially eligible student data provided by OSSE and DCPS.

55. In FY21 and FY22 to date, how many vocational assessments did RSA complete for transition-age youth?

Please refer to answer in Q48.

56. Pursuant to DC Code Section 38-2614, please provide an update on the transition services that RSA has provided to 14- and 15 year-olds youth during FY21.

RSA continued to provide work-based learning experiences for students 14-15 years old in FY21. Those programs included: JumpStart/SYEP and Voices of Change (provider: SchoolTalk DC); CEO Program (partner: DC Public Schools); Career Preparatory Program Exploration/Obtainment, and UMOJA Peer Mentoring (provider: DC Special Education Cooperative); The Keep Encouraging Youth (KEY) Transition Program (provider: Project ReDirect); and ASPIRE program (provider: Outstanding Possibilities Revealed). Besides these programs, students with disabilities who are eligible, or potentially eligible ages, can participate in all the other Pre-ETS categories offered by the VR Counselor assigned to their school or by a contracted provider of RSA. These are the same services students with disabilities who are ages 16-22 receive.

RSA continues to visit any middle school that requests pre-ETS. Requesting schools are visited by a member of the transition outreach team. An outreach team member meets with the middle school point of contact or staff and discusses the pre-ETS that is available to eligible, or potentially eligible, students.

57. The Rehabilitation Act, as amendment by WIOA, requires vocational rehabilitation programs, such as RSA, to serve people with the most significant disabilities first when there are not enough resources to serve everyone is eligible for vocational rehabilitation services. This process is called an “Order of Selection.”¹

a. How many people are currently in Category I (“individuals with most significant disabilities”)?

In FY21, there were 3,514 consumers in Category I.

b. How many people are currently in Category II (“individuals with significant disabilities”)?

In FY21, there were 1,306 consumers in Category II.

- c. **How many people are currently in Category III (“individuals with non-significant disabilities”)?**

In FY21, 152 consumers comprised Category III.

- 58. A federal audit for FY19² revealed hundreds of DC RSA clients with active IPEs who did not receive any services during the reviewed calendar year. In FY21, how many DC RSA clients had an active IPE but did not receive any services in FY21? Why did they not receive any services?**

There were no RSA clients in FY 21 who received no services. The FY19 monitoring report explains that the reason for the finding of a low percentage of services provided is that services are reported after having been received or completed rather than at the time of initiation. All clients receive counseling and guidance from RSA, and these services are not reported until after the case closes.

- 59. How many DC RSA clients received benefits counseling from a certified benefits counselor in FY21?**

In FY21, there were 57 clients who received internal benefit counseling services and 11 clients who received external benefit counseling services.

- 60. How many DC RSA clients received rehabilitation technology and assistive technology in FY21?**

In FY21, 72 clients received rehabilitation technology and assistive technology from RSA through external vendor purchases. There was a total of 37 clients who received Assistive Technology evaluation and training through external provider purchases.

- 61. What is the formula and what are the procedures by which DC RSA determines how much a DC RSA client must contribute to their vocational rehabilitation services? Which DC RSA regulation, policy, or procedure describes how to calculate the contribution in a manner that would allow DC RSA clients to calculate it on their own?**

The “Participation in the Cost of Services Based on Financial Need” provisions set forth in 29 DCMR §124.10 identify how RSA calculates an eligible person’s financial contribution towards the cost of rehabilitation or independent living services.

Interagency Coordination

62. How many individuals received services from both DDA and DBH in FY21?

The Department of Behavioral Health oversees core service agencies (CSA) and provides behavioral health services directly to DDA participants through the 35 K Street specialty mental health clinic for people with IDD. 200 people supported by DDA received behavioral health services from a CSA. An additional 164 people received services from 35 K Street.

63. Does DDS encourage providers to contact DBH's Community Response Team when an individual is in crisis or to contact 911?

The decision of whether to call 911, Community Response Team, or DBH Assertive Community Treatment (ACT) team is made by the service provider who acts based on the specific situation (i.e. life-threatening emergencies or services needed to ensure the safety of the person and staff). When 911 is called, a Crisis Intervention Officer (CIO) can be dispatched to send a police officer with 40 hours of additional training in working with people who have mental illness and/or developmental disabilities. Since June 2021, District 911 operators have been trained to identify situations involving mental health crises and assess whether a police response is appropriate or redirecting the call to the Community Response Team would be preferable. More information is available at: <https://dbh.dc.gov/release/mayor-bowser-launching-new-mental-health-emergency-dispatch-pilot-program>. Providers can also contact the Community Response Team directly or can contact DBH mental health ACT services for people who receive ACT services as part of their mental health treatment.

64. How many individuals in FY21 transitioned from HSCSN services to the I/DD waiver? What steps does DDA take to ensure a smooth transition from HSCSN services to DDA services and I/DD waiver services?

There are 155 DDA/HSCSN shared people, and 126 people transitioned to the I/DD Waiver program. DDA continues to work in partnership with HSCSN on shared cases through joint coordination meetings to ensure timely linkages to critical services and to eliminate barriers. Meetings occur at both levels with Program managers and at the individual team levels between the Service Coordinators and the HSCSN Care Managers to facilitate joint planning.

Vaccination and Pandemic Services

65. What percentage of people in the following settings have received either two shots of the Moderna or Pfizer vaccine or one shot of the Johnson & Johnson vaccine?

- a. Intermediate Care Facilities - 98%**
- b. Residential Habilitation - 98%**
- c. Supported Living - 92%**
- d. Natural Homes - 75%**
- e. Host Homes - 95%**
- f. Individual and Family Support Waiver - These participants are captured in the Natural Homes data.**
- g. Other - 80%**

Vaccination reported as of 1/27/2022.

66. What percentage of people in the following settings have received booster doses of COVID-19 vaccines?

- a. Intermediate Care Facilities - 67%**
- b. Residential Habilitation - 59%**
- c. Supported Living - 47%**
- d. Natural Homes - 31%**
- e. Host Homes - 26%**
- f. Individual and Family Support Waiver - These participants are captured in the Natural Homes data.**
- g. Other - 24%**

Vaccination rates reported as of 1/27/2022.

67. Vaccinations for provider staff:

- a. What percentage of provider staff are vaccinated? 96%**

- b. What percentage of provider staff have received the booster vaccination?** DDS is not currently tracking this information.
- c. What percentage of provider staff filed a vaccination exemption request with DC Health and how many requests were granted?**

DDS does not track this information.

Vaccination rates reported as of 1/27/2022.

68. Vaccinations for DDS staff:

- a. What percentage of DDS staff are vaccinated?** 96%
- b. What percentage of DDS staff have received the booster vaccination?**
DC Government employees are required to receive a booster if eligible by February 15th. DDS will begin tracking that information after that date.
- c. What percentage of DDS staff filed a vaccination exemption request with DC Health and how many requests were granted?**

DDS staff submit religious exemption requests to DCHR and health exemption requests to DDS HR. DDS staff do not submit exemption requests to DC Health. Five DDS employees (1.3%) filed a religious exemption request. Only one DDS employee (0.2%) requested a medical exemption. One religious exemption was denied, the medical exemption was approved, and the other four requests are pending.

Other New Business

- 69. Testimony before the Committee highlighted a differential reimbursement rate for otherwise identical job coaching services at DDA vs. RSA; the reported RSA rate was \$55 an hour, whereas the same rate at DDA was \$28.48 an hour. Does this differential still exist? If so, what is DDS doing to ensure greater parity?**

This question appears to be comparing the DDA rate for para-professional Supported Employment under the HCBS I/DD Waiver instead of the professional rate which is \$51.40. The comparable services have comparable rates.

- 70. Now that the Bill to expand eligibility requirements for accessing DDS services and supports has been introduced in the Council, what plans has DDS made to prepare for those changes? Can DDS anticipate revised eligibility as it is now in planning for HCBS waiver renewal?**

DDS is working with DHCF on the HCBS I/DD waiver renewal, which is due to be submitted to CMS in July. DDS will be making the adjustments necessary in the HCBS I/DD waiver in the context of the renewal which has an expected renewal of October 2022. DDS and DHCF similarly are working together to identify necessary amendments for the HCBS IFS waiver. For both waivers, DDS is reviewing its waiting list regulations and the applicable waitlist policies in the context of new eligibility standards.

- 71. The recent longitudinal report from Quality Trust indicated that the demographics of the people seeking services from DDS/DDA is changing in significant ways. The number of people who once lived at Forest Haven is declining and there has been an increase in younger people who have never been institutionalized seeking services including some coming into services from DYRS and CFSA. Given the growing number of younger people and the pending changes in eligibility for people with other developmental disabilities, please provide us with an overview of your efforts to change and adapt the system of services and supports to meet these changing needs.**

The DDS intake process extensively reviews the needs of applicants for services, so DDS has long been aware of the changing demographic profile of people requesting services from the agency. The HCBS I/DD and IFS waivers provide a comprehensive array of services that is broad enough to meet the needs of DDS participants regardless



of their disability. DDS has also proposed new waiver supports, such as Remote Supports and Telehealth, along with greater use of technology to meet the needs of even more people.

The new demographic is younger and eager to earn money through employment. They are also more interested in day activities with a smaller staff to person ratio that can be customized to fit their interests. DDS has always encouraged young people to work through RSA and Supported Employment and will continue to do so. Regardless of disability, the HCBS waiver offers Individualized Day Services and Companion Services for people who need or prefer day activities with a smaller staff-to-person ratio that can be personalized based on their unique interests.

To meet the needs of people with dual diagnoses, DDS maintains a strong interagency collaboration with DBH. Bi-monthly meetings are held between the Directors of both systems of care, along with their respective management teams who support service coordination, positive behavior supports, integrative behavioral health care, and forensic services to ensure seamless access to behavioral health services for people who need them.

Behavior support services are offered through the HCBS waiver for people with behavioral challenges. A key component of behavior support services is the availability of 1:1 staffing to assist people who, because of their specific behavioral or developmental challenges require constant redirection, close supervision, and implementation of specific interventions to safely enjoy access to community resources for leisure, recreation, work, socialization, and other activities that promote a high quality of life.

Lastly, DDS requires supports to be person-centered, which means that regardless of the person's disability, DDS providers support people toward full community integration in all aspects of their lives whether its maintaining relationships with their families, attending public school to continue to receive special education services, or building skills as parents, just to name a few.

- 72. After two years of living with or through the COVID-19 pandemic, significant staffing shortages and challenges within the provider community have been reported affecting all areas of services. What specific strategies are DDS/DDA engaged in to ensure that sufficient numbers of experienced and well trained staff are available to meet the needs of people with IDD in the District of Columbia?**

In response to the public health emergency, the Centers for Medicare and Medicaid Services (CMS) approved DDS's addendum to the HCBS I/DD Waiver (Appendix K) which provided additional flexibility to providers in hiring and training DSPs and providing services remotely where appropriate. In addition to this, the various Appendix Ks have allowed DDS to increase reimbursement rates for DSP overtime, provide retainer payments for day program service providers if the participant was unable to attend day programs due to the public health emergency as well as enhanced pay for DSPs supporting persons who have been medically quarantined. DDS was also able to reimburse providers for the purchase of personal protective equipment (PPE), as well as temporarily modify training requirements to allow DSPs to complete certain courses remotely that are necessary to retain their certification.

To ease hiring, DDS temporarily suspended the requirements of DSPs to complete initial CPR, First Aid and some pre-service training and pre-employment background checks until 45 days after the public health emergency. However, person-specific training (ISP, health management care plan, behavior support plan, emergency preparedness, incident management, etc.) must be provided within 14 calendar days of hiring. Additionally, DDS increased reimbursement rates to providers which used DSPs through staffing agencies due to a reduction in the total available workforce.

DDS is planning to submit an amendment to the IFS waiver to implement self-direction. This will allow people who receive services from the IFS waiver to draw from a broader pool of employees than are currently available from existing provider resources.

DHCF has convened a work group, including representation from the various provider advocacy groups, to address the issue of wages for entry level healthcare positions. The goal is to ensure that any strategy developed addresses the issue across all health fields, so that a strategy for one health field, e.g., DSPs, does not create workforce issues in related fields, e.g. home health aides or certified nursing assistants.

73. COVID has impacted participation in day service activities given the precautions implemented to mitigate community spread. What changes are planned to increase and diversify day service supports and options for people in the DDA system?

Through the above-referenced Appendix K, DDS has taken steps to support day services programs. In addition to retainer bonuses and increased pay rates, DDS allows



a number of services to be provided remotely including physical and occupational therapy, speech language and hearing, creative art therapies, individualized day supports and employment readiness. By expanding the remote delivery of services, DDS supports community integration by facilitating interaction with persons other than those physically present in the individual's home. In addition to remote service delivery, DDS has temporarily modified staffing ratios for day habilitation and individualized day supports (IDS) provided remotely and expanded the number of hours that IDS can be offered in a given week.

To further support continued service delivery, DDS has expanded the settings in which certain services can be provided. DDS permitted day habilitation, employment readiness and IDS to be offered in a range of community settings including shelters, churches, hotels, family and friends' homes and other settings approved by the District.

74. What is the status of the initiatives identified in The District's Initial Spending Plan and Narrative for Enhanced Funding for Medicaid Home and Community-Based Services under Section 9817 of the American Rescue Plan Act of 2021 (ARPA)? For each initiative, please provide the projected costs, the costs expended to date, and explain the current status of the initiative as they relate to services provided by DDS.

The District's updates for the ARPA initiatives that are related to services provided by DDS are as follows:

Direct Support Professional Bonus Payment

Projected Cost: \$4.6M

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Utilize ARPA funding for bonus payments to a targeted group of direct support professionals that deliver services under the 1915(c) HCBS Waiver for People with Intellectual and Developmental Disabilities and the 1915(c) HCBS Waiver for Individual and Family Support.

Update as of January 27, 2022

The District sought approval of this initiative in its latest 1915(c) Appendix K submission. The Appendix K was approved by CMS effective September 24, 2021. The approved Appendix K only authorized reimbursement of this supplemental payment through September 30, 2021. The District intends to submit an amendment authorizing reimbursement through March 31, 2024 in the coming weeks. Following



approval, the District will provide additional guidance to providers and begin distribution of supplemental payment funds.

DDS Telehealth Initiative

Projected Costs: \$1.42M

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Increase access to telehealth for beneficiaries with I/DD by acquiring application and technology solutions that will allow them to remotely access urgent care physician services.

Update as of January 27, 2022

The District is awaiting CMS conditional approval of this initiative based on information submitted in response to CMS request for additional information. As an update from the November 2021 quarterly report, the District intends to claim FFP at the relevant matching percentage for administrative activities where permitted.

The District spent \$250,000 to purchase equipment that will allow remote access to urgent care physician services for beneficiaries with I/DD.

1915(c) IFS Waiver Self-Directed Services

Projected Costs: \$1.85M

Programs Impacted: 1915(c) IFS Waiver

Expand the IFS Waiver to include self-direction. Working with their care planning team and within the parameters of their person-centered service plan, self-direction will permit individuals and their families/guardians to determine what mix of services and supports works best for them by expanding their degree of choice and control. Additionally, self-direction will allow individuals and their families/guardians to exercise employer authority to recruit, hire, supervise, and discharge qualified workers who provide participant-directed support. ARPA funding will cover the service until Sept 30, 2023.

Update as of January 27, 2022

The District continues its review 1915(c) HCBS Waiver policy options to facilitate implementation of this initiative. The District intends to implement this new service by November 2022. CMS should expect submission of corresponding policy materials at least ninety (90) days ahead of proposed implementation date.

DDS Assistive Technology Solution Pilot

Projected Costs: \$190,000

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver



Pilot use of an artificial intelligence-based platform to streamline identification of enabling/assistive technology solutions for people with developmental disabilities.

Update as of January 27, 2022

The District continues to work on procurement materials that facilitate implementation of the DDS Assistive Technology Pilot.

DDS Information Technology System

Project Costs: \$204,000

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Updates to support DDS HCBS functions as well as purchase the equipment needed to handle data processing. Focus will be on migrating DDS's HCBS systems to a cloud-based server and allow for critical improvements to system infrastructure

Update as of January 27, 2022

The District spend \$150,575 to upgrade DDS's HCBS system. Estimated completion of this project is still scheduled for the second quarter of FY22. The District continues its work on this project through procurement initiatives and other upgrades.

DDS Remote Support and Enabling Technology

Project Costs: \$1.88M

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Utilize ARPA funding to acquire an inventory of technology that will be disseminated to people with I/DD. Individuals' Support Planning Teams will conduct person centered assessments to effectively match people to the technology solutions that are available in the inventory. This project will be implemented to increase Remote Support and Enabling technology utilization amongst people living in Host Home, Supported Living, and/or Natural Home settings.

Update as of January 27, 2022

The District is awaiting CMS conditional approval of this initiative based on information submitted in response to CMS request for additional information.

DDS Housing Coordinator

Projected Costs: \$115,000

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Employment of a full time equivalent (FTE) that will maximize housing opportunities for people transitioning out of institutional and related settings into the community. This FTE will also be responsible for assisting people who are supported by Medicaid funds and living in the community to identify options for remaining in the community.



Update as of January 27, 2022

The Department on Disability Services hired a candidate, whose start date with the agency was January 17, 2022. The Housing Coordinator's annual salary is \$112,945. The District will report on actual expenditures for this initiative in subsequent quarterly reports.

DDS COVID-19 Impact Study

Projected Costs: \$100,000

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Use ARPA funding to conduct a comprehensive research study into the short- and long-term effects COVID has had on people supported by DDS.

Update as of January 27, 2022

The District is in the process of defining the parameters for the COVID-19 Impact study and intends to issue a procurement in the first quarter of calendar year 2022 to facilitate implementation of this initiative.

DDS Stakeholder Technical Assistance

Projected Costs: \$508,000

Programs Impacted: 1915(c) IDD Waiver; 1915(c) IFS Waiver

Initiate consultation (education and training) with DDS stakeholders to build the familiarity with telehealth resources/consumer technology and speed adoption by DDS stakeholders.

Update as of January 27, 2022

The District is finalizing its strategic plan to engage with stakeholders, assess scope of need for technical assistance, develop provider guidance and education materials to speed adoption of telehealth resources. The District will provide additional updates as this initiative is implemented. As an update from the November 2021 quarterly report, the District intends to claim FFP at the relevant matching percentage for administrative activities where permitted.

Provided below is the link to the District's Quarterly Spending Plan and Narrative Update for Enhanced Funding for Medicaid Home and Community-Based Services under Section 9817 of the American Rescue Plan Act of 2021

https://dhcf.dc.gov/sites/default/files/dc/sites/dhcf/page_content/attachments/ARPA%20November%2021%20Quarterly%20Narrative%20and%20Spending%20Update.pdf

DDS MOA's					
Agreeing School	DDS Agreeing Program	Service (Per MOA Doc)	Person Responsible	Expiration	Comments/Status
E. L. Haynes Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Paul Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Washington Latin Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
YouthBuild DC	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Kingsman Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Basis Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
LAYC Career Academy	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Thurgood Marshall	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Maya Angelou	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
Capital City Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	
DC International Public Charter School	RSA	Transition Services	Angela Spinella/Darryl Evans	Ongoing (Continued Until Terminated)	

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

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

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

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

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

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

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

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

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

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

junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(23), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(39).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(42).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.

- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
 - u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at E.L. Haynes.
 4. DDS/RSA will assign a VR Specialist to E.L. Haynes whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at E.L. Haynes. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
 5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with E.L. Haynes Transition Coordinator, Niyounu Olutosin, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Transition Coordinator to follow up with the student/parent.
 6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.

7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.
9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school bi-monthly on the 1st and 3rd Friday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.
12. DDS/RSA will provide copies (or an assurance that they will maintain records) of a completed MPD background check for specialist regularly on-site to ELH before the program begins.

B. Responsibilities of E.L. Haynes Public Charter School

1. E.L. Haynes will identify a school staff person (Transition Coordinator) whom will be responsible for coordinating with the assigned VR Specialist.

2. E.L. Haynes will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. E.L. Haynes will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 5 business days prior to the meeting date.

C. Responsibilities of E.L. Haynes Public Charter School and DDS/RSA

1. E.L. Haynes Transition Coordinator and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. E.L. Haynes Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. E.L. Haynes Transition Coordinator and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR Specialist and E.L. Haynes Transition Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor E.L. Haynes will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

Student Data Privacy: E.L. Haynes Public Charter School will make available to DDS/RSA any and all data needed under the conditions of this agreement. DDS/RSA and E.L. Haynes Public Charter School must agree to observe all regulations, standards, policies, procedures, and best practices pursuant to the Family Education Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and other applicable state and federal laws. E.L. Haynes Public Charter School's data policy can be found on our website or by request. The full policy details expectations regarding data maintenance, security breaches, destruction, and more. If specific data is shared as part of this agreement, parties reserve the right to revisit the agreements prior to providing the vendor access to student data.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the Transition Coordinator at E.L. Haynes. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of E.L. Haynes and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, E.L. Haynes and the Deputy Director, DDS/RSA.
- B. The E.L. Haynes Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the E.L. Haynes Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both E.L. Haynes and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, E.L. Haynes and DDS/RSA may maintain different requirements for the documentation

of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For E.L. Haynes:

Vanessa Carlo-Miranda
Chief Operating Officer (COO)
E.L. Haynes Public Charter School
4501 Kansas Avenue, NW
Washington, DC 20011
vcarlomiranda@elhaynes.org
202.706.5828 phone

Nioyonu Olutosin

Secondary Transition Coordinator
E.L. Haynes Public Charter School
4501 Kansas Avenue NW
Washington, DC, 20011
nolutosin@elhaynes.org
(202) 667-4446 ext 3115

For DDS/RSA:

Angela M. Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 442-8467

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/28/20
Date


Darryl Evans, Deputy Director
Rehabilitation Services Administration

1/17/2020
Date

For E.L. Haynes Public Charter School:


Vanessa Carlo-Miranda, Chief Operating Officer (COO)
E.L. Haynes Public Charter School

9/12/19
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
PAUL PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that PAUL PCS in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in

conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at PAUL PCS.
4. DDS/RSA will assign a VR Specialist to PAUL PCS whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at PAUL PCS. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with TaNia Taylor, Student Support Coordinator, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Denise Akers, SPED Coordinator, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school bi-monthly on the 1st and 3rd Thursday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of PAUL PCS.

1. PAUL PCS will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. PAUL PCS will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. PAUL PCS will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of PAUL PCS and DDS/RSA

1. PAUL PCS and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate

intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. PAUL PCS and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. PAUL PCS and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and PAUL PCS IEP team determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor PAUL PCS will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at PAUL PCS. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an

informal manner. Any unresolved disagreements will be brought to the agency directors of PAUL PCS and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, PAUL PCS and the Deputy Director, DDS/RSA.
- B. The PAUL PCS Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the PAUL PCS Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both PAUL PCS and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, PAUL PCS and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For PAUL PCS:

~~Denise Akers~~ *Aireen Samson*
Special Education Coordinator
5800 8th Street NW
Washington, DC, 20011
(202) 291-7499


For DDS/RSA:

~~Christopher Nacc~~ *ANGELA SPINELLA*
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:


For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/28/20

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

1/17/2020

Date

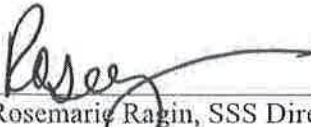
For Paul Public Charter School:



Tracey Wright, CEO
Paul Public Charter School

10/8/18

Date



Rosemarie Ragin, SSS Director
Paul Public Charter School

10/8/18

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
WASHINGTON LATIN PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that Washington Latin PCS in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in

conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(23), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(39).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(42).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or family engagement event for students and parents at WLPCS.
4. DDS/RSA will assign a VR Specialist to WLPCS whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at WLPCS. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with Khashiffa Roberts to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Anna Jessemien to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent/guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly, on the 3rd Wednesday of every month, to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of Washington Latin Public Charter School

1. WLPCS will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. WLPCS will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. WLPCS will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of WLPCS and DDS/RSA

1. WLPCS Coordinator and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. WLPCS Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. WLPCS Coordinator and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and WLPCS Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor WLPCS will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at WLPCS. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of WLPCS and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, WLPCS and the Deputy Director, DDS/RSA.
- B. The WLPCS Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the WLPCS Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both WLPCS and DDS/RSA shall secure the written

consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, WLPCS and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For WLPCS:

Khashiffa Roberts
Assistant Principal of Student Life
Co-Director of Student Support Services
Washington Latin Public Charter School
5200 2nd Street NW
Washington, DC, 20011
(202) 223-1111 ext 139

Anna Jesseman
Director of Mental Health Program
Co-Director of Student Support Services
Washington Latin Public Charter School
5200 2nd Street NW
Washington, DC, 20011
(202) 223-1111


For DDS/RSA:

Christopher Nace
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services


2/13/19
Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

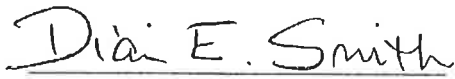
2/13/2019
Date

For Washington Latin Public Charter School:



Peter Anderson, Head of School
Washington Latin Public Charter School

10/31/18
Date



Diana Smith, Principal
Washington Latin Public Charter School

10/29/18
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
YOUTHBUILD DC PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between YouthBuild DC Public Charter School (“YouthBuild”), and the Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), collectively referred to herein as the “Parties”, for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 up to 22) with disabilities from secondary school to the achievement of their desired post-school outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that YouthBuild in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in

conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at YouthBuild.
4. DDS/RSA will assign a VR Specialist to YouthBuild whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at YouthBuild. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with Michelle Pianem, Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Jennifer Mack, Special Education Coordinator, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly on the reoccurring standing date of every month (ex: 2nd Wednesday of the month) to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of YouthBuild

1. YouthBuild will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. YouthBuild will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. YouthBuild will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of YouthBuild and DDS/RSA

1. School Transition Coordinator and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Transition Coordinator and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and Transition Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor YouthBuild will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the Special Education Coordinator or equivalent staff at YouthBuild. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of YouthBuild and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, YouthBuild and the Deputy Director, DDS/RSA.
- B. The YouthBuild Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the YouthBuild Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act (“IDEA”), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA’). Both YouthBuild and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, YouthBuild and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For YouthBuild:

Michelle Pianim
Special Education Coordinator
YouthBuild DC Public Charter School
3220 16th Street NW
Washington, DC, 20010
(202) 319-0141
sped@youthbuildpcs.org


For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:


For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

January 25, 2021

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

01/16/2021

Date

For YouthBuild DC Public Charter School:



Claire Libert, Head of School
YouthBuild DC Public Charter School

December 8, 2020

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
KINGSMAN PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between the Department on Disability Services / Rehabilitation Services Administration (“DDS/RSA”), and Kingsman Academy Public Charter School (“Kingsman”), collectively referred to herein as the “Parties”, for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 up to 22) with disabilities from secondary school to the achievement of their desired post-school outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that Kingsman in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- I. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary, to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at Kingsman.
4. DDS/RSA will assign a VR Specialist to Kingsman whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at Kingsman. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with Dr. Dornice Stewart, Special Education Coordinator, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Katrina Foster, Director of Integrated Comprehensive Services, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school bi-monthly on **2nd and 4th Tuesdays** of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of Kingsman

1. Kingsman will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. Kingsman will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. Kingsman will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of Kingsman and DDS/RSA

1. Kingsman Coordinator and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility

determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. Kingsman Coordinator and DDS/RSA VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Kingsman Coordinator and DDS/RSA VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor Kingsman will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at Kingsman. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an

informal manner. Any unresolved disagreements will be brought to the agency directors of Kingsman and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, Kingsman, and the Deputy Director, DDS/RSA.
- B. The Kingsman Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the Kingsman Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both Kingsman and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, Kingsman and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For Kingsman PCS:

Katrina Foster
Director of Integrated Comprehensive Services
Kingsman Academy Public Charter School
1375 E Street NE
Washington, DC 20002
(202) 547-1028 ext 331


For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/20/2022

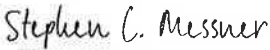
Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

10/15/2021
Date


For Kingsman Academy Public Charter School:

DocuSigned by:


7E0B43C318FD402...
Steve Messner, President & Board Chair
Kingsman Academy Public Charter School

10/1/2020 | 6:48 PM EDT

Date



Kennesha Kelly, Executive Director
Kingsman Academy Public Charter School

Date 9/30/2020

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
BASIS PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that BASIS in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are eligible and potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in

conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(23), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(39).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(42).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at BASIS.
4. DDS/RSA will assign a VR Specialist to BASIS whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and eligible and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at BASIS. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with school Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Gisselle Brown, Director of Student Support Services, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly on the agreed upon standing date of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.
12. Any person providing services under this MOA on behalf of DDS/RSA shall have undergone a suitable background check (as required for obtaining and renewing licensure and certification to provide services within schools in Washington D.C.) in order to ensure such individual's qualifications and fitness to work privately with children.
13. DDS/RSA understands that BASIS may from time to time become involved in special education due process matters or investigations into special education matters under the IDEA or Section 504 (a "Litigation Matter"). Where a Litigation Matter arises from a service provided by DDS/RSA, they agree, at their expense, that DDS/RSA will participate as necessary in the Litigation Matter, including but not limited to providing records related to the relevant services and participate in meetings, interviews, and hearings, as appropriate.
14. DDS/RSA shall, at all times and at its own expense, maintain liability insurance sufficient to cover its obligations under this Agreement, which shall at least include the following coverage: (a) general commercial liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate; and abuse and molestation coverage with a minimum of one million dollars

(\$1,000,000); and (b) worker's compensation insurance no less than the statutory limits required by the district where the services are performed. For coverage (a) above, DDS/RSA shall provide certificates of insurance and endorsements naming "BASIS DC, A Public Charter School, its affiliates, and its agents" as additional insureds for both ongoing and completed operations on a primary and non-contributory basis as well as a waiver of subrogation endorsement in favor of "BASIS DC, A Public Charter School, its affiliates, and its agents". For coverage (b), DDS/RSA shall provide a certificate of insurance evidencing such coverage is in full force and effect with a financially sound and reputable insurer.

B. Responsibilities of BASIS Public Charter School.

1. BASIS will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. BASIS will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. BASIS will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of BASIS and DDS/RSA.

1. BASIS and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. BASIS Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. BASIS Transition Coordinator and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both

the VR specialist and Transition Coordinator determine is an appropriate candidate for this service.

4. Each Party shall indemnify, hold harmless, and defend the other party, its affiliated entities, agents, representatives, members, managers, directors, officers, and employees from and against all claims, actions, suits, demands, damages, judgments, costs, expenses, and losses (collectively "Claims"), including reasonable attorney fees incurred as a result of such Claims, arising out of the actions or omissions of the indemnifying party pursuant to this MOA, including but not limited to (a) the indemnifying party's gross negligence, negligence, or willful misconduct in the performance or non-performance of this MOA; (b) breach of any representation, warranty, or other obligation under this MOA; or (c) any personal injury (including death) or damage to personal or real property resulting from the acts or omissions of the indemnifying party or that of its employees or agents.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor BASIS will enter into a contract or other arrangement with an entity, as defined in 34 C.F.R. § 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with the State Education Agency (OSSE) to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at BASIS. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of BASIS and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Head of Operations, BASIS and the Deputy Director, DDS/RSA.
- B. The BASIS Head of Operations and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the BASIS Head of Operations and the DDS/RSA Deputy Director, or their designees, will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both BASIS and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, BASIS and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For BASIS PCS:

Gisselle Brown
Director of Student Support Services
BASIS DC Public Charter School
410 8th Street NW
Washington, DC, 20004
(202) 804-6390
Gisselle.Brown@BasisEd.com

Rhonda Slade
Head of Operations
BASIS DC Public Charter School
410 8th Street NW
Washington, DC, 20004
(202) 804-6390
Rhonda.slade@basised.com

For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968
Angela.Spinella@dc.gov

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:

T. Jared Morris for Andrew P. Reese

Andrew P. Reese, Director
Department on Disability Services

July 27, 2021

Date

Darryl Evans, Deputy Director
Rehabilitation Services Administration

Date

For BASIS DC Public Charter School:



Rhonda Slade, Head of Operations
BASIS DC Public Charter School

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
LAYC CAREER ACADEMY**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that LAYC CA in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based

learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
 - h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
 - i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
 - j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
 - k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
 - l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
 - m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
 - n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
 - o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
 - p. Occupational licenses, tools, equipment, initial stocks, and supplies.
 - q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
 - r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
 - s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
 - t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
 - u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at LAYC CA.

4. DDS/RSA will assign a VR Specialist to LAYC CA whom will be responsible for providing information to potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at LAYC CA. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with Martha Sanchez, Special Education Coordinator or Ms. Rivera, Sped Paraprofessional, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Dedria Harrod, Director of Student Support, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly on 1st Wednesday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of LAYC Career Academy

1. LAYC CA will contact Martha Sanchez, Sped Coordinator or Ms. Rivera, Sped Paraprofessional who will be responsible for coordinating with the assigned VR Specialist.
2. LAYC CA will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. LAYC CA will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialists in writing at least 10 business days prior to the meeting date.

C. Responsibilities of LAYC CA and DDS/RSA

1. LAYC CA and DDS/RSA VR Specialists will collaborate to identify and gather supporting documents necessary for eligibility determination, and

coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. LAYC CA and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. LAYC CA and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and LAYC CA determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor LAYC CA will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at LAYC CA. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an

informal manner. Any unresolved disagreements will be brought to the agency directors of LAYC CA and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, LAYC CA and the Deputy Director, DDS/RSA.
- B. The LAYC CA Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the LAYC CA Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both LAYC CA and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, LAYC CA and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For LAYC Career Academy:

Martha Sanchez
Special Education Coordinator
LAYC Career Academy
3324 16th Street NW
Washington, DC, 20010
(202) 437 5319

For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968

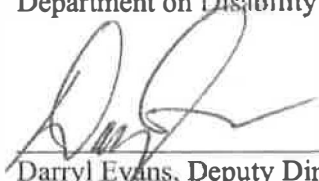
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:

T. Jared Morris for Andrew P. Reese

Andrew P. Reese, Director
Department on Disability Services



Darryl Evans, Deputy Director
Rehabilitation Services Administration

July 27, 2021

Date

Date

7/16/21

For LAYC Career Academy:

Nicole Hanrahan

Nicole Hanrahan, Executive Director
LAYC Career Academy

5/20/21

Date

Dr. Jacqueline Fernandez-Romero

Dr. Jacqueline Fernandez-Romero (JPR) is a Licensed Professional Counselor (LPC) and a Licensed Professional Social Worker (LPSW) in the State of Florida.

Dr. Jacqueline Fernandez
LAYC Career Academy

6/11/21

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES I
REHABILITATION SERVICES ADMINISTRATION
AND
THURGOOD MARSHALL ACADEMY PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that TMA in its role as the local education agency is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

- a. The presence of an impairment with resulting functional limitations in major life activities;
- b. The limitations from the impairment constitute a substantial impediment to employment;
- c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain or advance in gainful employment; and
- d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

2. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 CFR § 361.48 (b), State Vocational Rehabilitation Services Program:

- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.42.
- b. Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.45.
- c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with § 361.52.
- d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.
- e. In accordance with the definition in § 361.5(c)(39), physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated State unit (such as through health insurance or a comparable service or benefit as defined in § 361.5(c)(10)).
- f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State unit and the individual to secure grant

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(0)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at TMA.
4. DDS/RSA will assign a VR Specialist to TMA whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at TMA. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with Monica Burruss, SPED Teacher, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Elena Roberts, Special Education Director, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination
9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting

when invited to discuss the student's Transition Plan.

10. A DDS/RSA VR Specialist will be available at the school bi-monthly on 1st & 3rd Tuesday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.

11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of TMA Public Charter School

1. TMA will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. TMA will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. TMA will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of TMA Public Charter School and DDS/RSA

1. TMA Coordinator and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and will coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. TMA Coordinator and DDS/RSA VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. TMA Coordinator and DDS/RSA VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and TMA Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor TMA will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at TMA. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of TMA and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, TMA and the Deputy Director, DDS/RSA.
- B. The TMA Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the TMA Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational

Rights and Privacy Act (FERPA"). Both TMA and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, TMA and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For TMA PCS:

Elena Roberts
Director of Special Education
Thurgood Marshall Academy PCS
2427 Martin Luther King Jr Avenue SE
Washington, DC, 20020
(202) 563-6862

For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

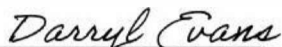
For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

January 25, 2022

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

10/25/2021

Date

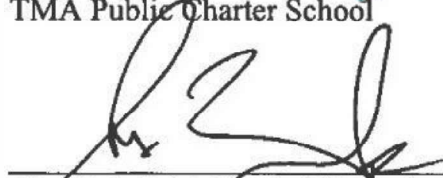
For Thurgood Marshall Academy Public Charter School:



Raymond Weeden, Executive Director
TMA Public Charter School

10/18/21

Date



Abdullah Zaki, Head of School
TMA Public Charter School

10/18/21

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
DEPARTMENT OF YOUTH REHABILITATION SERVICES**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between the Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), and the Department of Youth Rehabilitation Services (“DYRS”), collectively referred to herein as the “Parties,” for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 up to 22) with disabilities from secondary school to the achievement of their desired vocational outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

DYRS, the District’s juvenile justice agency, enters into this agreement in its capacity as a state public agency responsible for ensuring that a free appropriate public education (“FAPE”) is made available to eligible students pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. § 1412(a)(1). DYRS is responsible for providing education to youth securely confined in both DYRS facilities, the Youth Services Center (“YSC”) and New Beginnings Youth Development Center (“NB”). RSA is the administration within the Department on Disability Services responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended, 20 U.S.C. § 701, *et seq.*

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

II. DEFINITIONS

The following terms are defined for the purposes of this MOA.

1. State public agency– public institution or agency having administrative control and direction over a public elementary school or secondary school, per 20 U.S. Code § 1401(5)(b). DYRS is the state public agency in this MOA.

2. Pre-employment transition services (“Pre-ETS”) – a group of services required under WIOA to assist students ages 14-22 who are eligible or potentially eligible for VR services with identifying career interests and developing skills in preparation for transition to competitive integrated employment and/or post-secondary education. The five Pre-ETS services include job exploration counseling, work-based learning experiences, counseling on postsecondary education, workplace readiness training, and instruction in self-advocacy.
3. Comprehensive needs assessment (“CNA”) – an assessment of the needs of persons with disabilities. The CNA aids in identifying potential barriers to the person’s successful vocational rehabilitation participation and identifies the person’s strengths, resources, abilities, and capabilities.
4. Designated state unit – the state vocational rehabilitation unit that is responsible for the administration of VR services to persons with disabilities.
5. Eligible student – a student with a disability who: (1) is in an educational program; (2) is 14 to 22 years of age; and (3) is eligible for and is receiving special education or related services under Part B of the Individuals with Disabilities Education Act (“IDEA”) or is a person with a disability for purposes of section 504 of IDEA.
6. Eligibility determination – a process by which qualified personnel determine that an applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant, and that the person requires VR services to prepare for, secure, retain, advance in, or regain employment consistent with the person’s strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.
7. Individualized Plan for Employment (“IPE”) – a written document designed to achieve a specific employment outcome, as defined in 34 C.F.R § 361.5(c)(15) and 29 DCMR § 199, selected by the person and consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. An IPE is developed and implemented in a manner that gives eligible persons the opportunity to exercise informed choice in selecting their employment outcome, the specific vocational rehabilitation services needed to achieve the employment outcome, and the entity or entities that will provide the VR services. The IPE is mutually agreed upon by the person (and/or their representative) and a qualified vocational rehabilitation counselor or specialist employed by the designated state unit. *See* 34 C.F.R. §§ 361.45 and 361.46.
8. Intake interview – the process of gathering information about a person who applies for services to assist in determining eligibility for VR services.
9. VR Specialist – a qualified employee of the designated state unit who assists persons with physical or mental disabilities to help them secure, maintain and/or regain employment.
10. Employment outcome – with respect to a person, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment including customized employment, self-employment, telecommuting, business ownership, or supported employment. The employment outcome must be consistent with a person’s unique strengths, resources,

priorities, concerns, abilities, capabilities, interests, and informed choice. *See* 34 C.F.R. 361.5 § (c)(15).

11. Client Assistance Programs (“CAP”) – a program established to advise and inform applicants, clients and other persons with disabilities of the available services and benefits under the Rehabilitation Act of 1973, as amended, and of the services and benefits available to them under Title I of the Americans with Disabilities Act (ADA).
12. Physical and mental restoration services – limited or short-term medical services that correct or substantially modify, within a reasonable period of time, a mental and/or physical condition that is stable or slowly progressive, per 34 CFR §361.5(c)(39).
13. Maintenance –support provided to an eligible individual for expenses, such as clothing and/or transportation, that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's receipt of vocational rehabilitation services under an individualized plan for employment, per 34 CFR § 361.5(c)(34).
14. Supported employment services – services that are offered to individuals with the most significant disabilities and enable those individuals to enter competitive integrated employment by providing individualized assistance in finding an appropriate job match and establishing extended services and long-term supports within the work environment, per 34 CFR § 361.5(c)(54).
15. Personal assistant services – services that are designed to assist an individual with a disability with on-the-job or related daily living activities that the individual typically would perform if he or she did not have a disability.
16. Post-employment services – vocational rehabilitation services that are provided subsequent to an eligible individual's achievement of an employment outcome. Post-employment services are necessary for the individual to maintain, regain, or advance in employment, consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, and interests.
17. Rehabilitation technology – services that provide or help eligible students obtain adaptive modifications, such as wheelchairs and lifts, to address the barriers confronted by individuals with significant disabilities, including barriers to education, rehabilitation, employment, transportation, independent living, or recreation.
18. Transition services – services that develop skills specifically designed for youths with significant disabilities between the ages of 14 and 24 to promote self-awareness and self-esteem, develop advocacy and self-empowerment skills, and explore career options, including transitioning from school to such activities as postsecondary education, vocational training, employment, continuing and adult education, adult services, independent living, or community participation.
19. Statewide workforce development system – a system created with the express purpose to convene state, regional, and local workforce systems and partners, to (a) enhance the capacity and performance of the workforce development system; (b) align and improve the outcomes and effectiveness of federally funded and other workforce programs and investments; (c) through these efforts, promote

economic growth; (d) engage public workforce system representatives, including businesses, education providers, economic development, labor representatives, and other stakeholders to help the workforce development system achieve the purpose of the Workforce Innovation and Opportunity Act (WIOA); and (e) assist to achieve the State's strategic and operational vision and goals as outlined in the State Plan.

20. Transition workshops— events and activities for students with disabilities, that provide education and information to assist with transitioning from high school to employment, education, or training and independent living.
21. Project SEARCH – a program that provides employment readiness training for people aged 18-30 with intellectual and developmental disabilities through intensive internships and classroom instruction. DC Project SEARCH is a partnership between an RSA supported employment provider (34 CFR §361), DC Public Schools, Ivymount School, DC Department on Disability Services / Rehabilitation Services Administration, and the host business. The Project SEARCH program prepares interns with skills that match labor needs in today's integrated workforce.
22. Paid Work-Based Learning experiences (WBLE) – educational approaches or instructional methodologies that use the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities.

III. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that DYRS, in its role as a state public agency per 20 U.S.C. § 1401(5)(B), is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.
- C. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary supports to transition successfully from secondary school to postsecondary activities, including but not limited to vocational training, postsecondary education, and employment.
- D. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.

- E. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have choice in the development of the Individualized Plan for Employment (“IPE”). The IPE is administered by DDS/RSA and must be signed and dated by the student and/or the student’s representative, and an RSA Vocational Rehabilitation (“VR”) Specialist in accordance with applicable federal and state regulations. This must occur within 90 days from the date of eligibility determination and prior to exit from secondary school.
- F. The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.
- G. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

IV. SCOPE OF SERVICES

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA

1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies and/or state public agencies responsible for administration of education. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:
 - a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The limitations from the impairment constitute a substantial impediment to employment;
 - c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain or advance in gainful employment; and
 - d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
2. As appropriate to the vocational rehabilitation needs of each student and consistent with each student’s individualized plan for employment,

DDS/RSA must ensure that the following vocational rehabilitation services are available to assist the student with a disability in preparing for, securing, retaining, advancing in, or regaining an employment outcome that is consistent with the student's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice:

- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with 34 CFR § 361.42.
- b. Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with 34 CFR § 361.45.
- c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
- d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR § 370.
- e. In accordance with the definition in 34 CFR § 361.5(c)(39), physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated State unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(10)).
- f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.
- g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in 34 CFR § 361.5(c)(22), of an applicant or eligible individual if necessary

to enable the applicant or eligible individual to achieve an employment outcome.

- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
 - k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
 - l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
 - m. Supported employment services in accordance with the definition of that term in 34 CFR § 361.5(c)(54).
 - n. Personal assistance services in accordance with the definition of that term in 34 CFR § 361.5(c)(38).
 - o. Post-employment services in accordance with the definition of that term in 34 CFR § 361.5(c)(41).
 - p. Occupational licenses, tools, equipment, initial stocks, and supplies.
 - q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
 - r. Transition services that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students with disabilities.
 - s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
 - t. Customized employment in accordance with the definition of that term in 34 CFR § 361.5(c)(11).
 - u. Other goods and services determined necessary for the student with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one DYRS-hosted parent-teacher conference and/or transition workshop for students and parents at DYRS.
4. DDS/RSA will assign a VR Specialist to DYRS. The VR Specialist will be responsible for:
- a. eligibility determination for students with disabilities who are in need of transition services and/or Pre-Employment Transition Services,

including accepting application referrals from identified school personnel;

- i. eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances.
 - b. providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures;
 - c. developing IPEs; and
 - i. IPE will be developed within 90 days of a student being determined eligible.
 - d. coordinating the services for eligible or potentially eligible students at DYRS.
 - i. coordination of Vocational Rehabilitation services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed referrals and applications for DDS/RSA VR services. Referrals and applications will be entered into DDS/RSA's electronic case management system.
 6. DDS/RSA will contact the student/parent and school liaison within five (5) business days of receipt of the referral and/or application to provide notification of referral and/or application status.
 7. The VR Specialist will work with the designated school liaison to schedule an intake interview at the student's school. If initial contact efforts are unsuccessful, DDS/RSA will work with Felicia Hayward, Deputy Chief of Secure Programs, to follow up with the student/parent.
 8. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
 9. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
 10. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

11. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
12. A DDS/RSA VR Specialist will be available at the school bi-monthly on the specified dates every month determined by the parties of this MOA to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, and meet with appropriate staff to discuss progress of the client's IPE development and client's progress toward achievement of goals identified in their transition plans.
13. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.
14. In its role as Designated State Unit, DDS/RSA will work with the Office of the State Superintendent (OSSE) to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.
15. DDS/RSA will maintain the confidentiality of DYRS students, in accordance with D.C. Code § 2-1515.06.

B. Responsibilities of DYRS

1. The DYRS Educational Vendor, See Forever Foundation, will identify a school staff member to be the point of contact for both DYRS secure facilities, Youth Services Center and New Beginnings Youth Development Center. The point of contact will be responsible for coordinating with the assigned VR Specialist.

2. DYRS will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, Wi-Fi or internet, and a printer-copier.
3. The DYRS Point of Contact will identify students who are potentially eligible for DDS/RSA services and submit an application and/or referral for services to rsa.transition@dc.gov.
4. The DYRS Point of Contact will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist, in writing, at least 10 business days prior to the IEP meeting date.

C. Responsibilities of DDS/RSA and DYRS

1. DYRS Educational Vendor and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. DYRS Educational Vendor and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students. DYRS will utilize youth records and facility programming schedules to identify time periods for youth to participate in work readiness activities.
3. DYRS Educational Vendor and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and opportunities for paid work-based learning experiences ("WBLE") prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and DYRS Educational Vendor determine is an appropriate candidate for this service.
4. The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA.
5. The Parties shall not enter a contract or other arrangement with an entity, as defined in 34 CFR § 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

V. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Referral Process for students seeking Pre-ETS:

1. The Pre-ETS consent form should be completed in its entirety, including supporting documentation (IEP, Medical Evaluations etc.), and submitted to rsa.transition@dc.gov.
 - a. Pre-ETS consent forms for students under the age of 18 require parental consent and signature.
 - b. Adult students over the age of 18 are required to sign the Pre-ETS consent form.
 - c. For students over 18 with legal guardianship, the legal guardian must sign the Pre-ETS consent form.
2. Once the completed Pre-ETS consent form is received by the Program Support Assistant, they are disseminated to the appropriate Vocational Rehabilitation Assistant.
3. The VR specialist will contact the student's family within 5 business days to provide an overview of Pre-ETS services. The overview will provide the student's family with information pertaining to Pre-ETS and programming.
4. Pre-ETS services will be initiated once the student and family decide through informed choice in which of the five required pre-employment transition services the student will engage. Once one or more of the following five Pre-ETS services are selected, the VR specialist will authorize the student for Pre-ETS programming. The five Pre-ETS services include:
 - 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 and/or internships;
 - c. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs;
 - d. Workplace readiness training to develop social skills and independent living skills; and
 - e. Instruction in self-advocacy.

Referral process for students seeking VR services:

If a student is eligible or potentially eligible and receiving Pre-ETS and decides to apply for VR services they must:

1. Complete the VR transition referral form which can be downloaded from the website but must be submitted to the rsa.transition@dc.gov or a paper copy can be obtained by the, School POC or VR Specialist assigned to the school.
2. The VR transition referral should be completed in its entirety, including providing supporting documentation (IEP, Medical Evaluations etc.), and submitted to rsa.transition@dc.gov.
3. The VR transition referral for students under the age of 18 require parental consent and signature.
4. Adult students over the age of 18 are required to sign the VR transition referral form.
5. For students over 18 with legal guardianship, the legal guardian must sign the VR transition referral.
6. Once the completed VR transition referral is received by the Program Support Assistant, the referral is disseminated to the appropriate Vocational Rehabilitation Assistant.

VI. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement, that are not under the purview of an impartial due process hearing officer, will be brought to the attention of the DDS/RSA Program Manager, the Principal of the respective DYRS School, and the DYRS Workforce Development and Education Program Manager. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner for up to thirty (30) calendar days.

Any disputes that require leadership input and/or are not resolved in the aforementioned manner will be escalated to the agency directors of DYRS and DDS/RSA, or their designees. The escalated resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Deputy Director for Youth and Family Services, DYRS, and Deputy Director, DDS/RSA.
- B. The Deputy Director for Youth and Family Services, DYRS and the DDS/RSA Deputy Director, or their designees, will schedule a meeting of the Parties, and other necessary stakeholders, within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and review the facts. The Parties will work cooperatively to resolve the dispute.
- C. If the escalated resolution process does not produce a mutually agreed upon solution within ten (10) business days, the issue(s) will be sent to the City Administrator for resolution.

VI. DURATION OF MOA

A. TERM. This MOA shall continue from the date of execution, unless terminated in writing by the Parties.

B. ANNUAL REVIEW. The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X(B).

VIITERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA; and the Department of Youth Rehabilitation Services Establishment Act, D.C. Code § 2-1515.04(2)

IX. CONFIDENTIALITY AND PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and the DYRS Establishment Act, Confidentiality of youth records, at D.C. Code § 2-1515.06. Both DYRS and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, DYRS and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular

services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968

For DYRS:


Deborah Squire
Special Education Coordinator
MAYA ANGELOU PUBLIC CHARTER SCHOOL operating at Youth Services Center

5600 East Capitol Street NE
Washington, DC, 20019
(202) 431-1111

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/20/2022

Date




Darryl Evans, Deputy Director
Rehabilitation Services Administration

1.18.2021

Date

For Department of Youth Rehabilitation Services:



Hilary Cairns
Acting Director

12/13/2021

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
CAPITAL CITY PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that **CCPCS** in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based

learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- I. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

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

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary, to enable the applicant or eligible individual to achieve an employment outcome.
- 2. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at CCPCS.
4. DDS/RSA will assign a VR Specialist to CCPCS whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at CCPCS. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with **Haajar Celestin, CCPCS Transition Coordinator**, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with designated school staff (**Wanda Gregory, CCPCS Special Education Director**), to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students at the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient

information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school bi-monthly on the 1st and 3rd Friday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of Capital City Public Charter School

1. **CCPCS** will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. **CCPCS** will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. **CCPCS** will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. **IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.**

C. Responsibilities of CCPCS and DDS/RSA

1. **CCPCS staff** and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. **CCPCS** and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. **CCPCS** and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and **CCPCS** determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor **CCPCS** will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the **Special Education Director at CCPCS**. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of **CCPCS** and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, **CCPCS** and the Deputy Director, DDS/RSA.
- B. The **CCPCS Chief Executive Officer** and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the **CCPCS Chief Executive Officer** and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both **CCPCS** and **DDS/RSA** shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, **CCPCS** and **DDS/RSA** may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other

Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For CCPCS:

Wanda Pittman-Gregory
LEA Director of Special Populations
Capital City Public Charter School
100 Peabody Street NW
Washington, DC, 20011
(202) 808-9764

For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

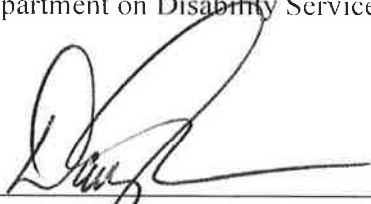
For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/20/2022

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

11/30/2021

Date

For Capital City Public Charter School:



Karen Dresden, Head of School
Capital City Public Charter School

11/4/2021

Date



Wanda Pittman-Gregory, LEA Rep
Capital City Public Charter School

11/24/21

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES | REHABILITATION SERVICES
ADMINISTRATION
AND
DC INTERNATIONAL PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

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

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

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

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

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

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

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

junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).

- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at DCI.
 4. DDS/RSA will assign a VR Specialist to DCI whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at DCI. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
 5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with DCI Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Melody Maitland, Director of Student Support Services, to follow up with the student/parent.
 6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
 7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.

8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.
9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly on the agreed upon standing date of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of DCI Public Charter School

1. DCI will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. DCI will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. DCI will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of DCI Public Charter School and DDS/RSA

1. DCI Transition Coordinator and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Transition Coordinator and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and Transition Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor DCI will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at DCI. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of DCI and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Executive Director, DCI and the Deputy Director, DDS/RSA.
- B. The DCI Executive Director and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the DCI Executive Director and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act (“IDEA”), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of 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, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA”). Both DCI and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, DCI and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other

Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

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

For DCI:

Kimberly Colley
Director, Student Support Services
DC International School PCS
1400 Main Drive NW
Washington, DC, 20012
(202) 808-9033


For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 442-8467

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/20/2022

Date




Darryl Evans, Deputy Director
Rehabilitation Services Administration

01/20/2022

Date


For DC International School Public Charter School:



Christopher Nace, Interim Principal
DCI Public Charter School

10/17/2021

Date



Kimberly Colley, SSS Director
DCI Public Charter School

10/18/2021

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
AND
CHILD AND FAMILY SERVICES AGENCY
FOR FISCAL YEAR 2022**

I. INTRODUCTION

The Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Child and Family Services Agency (“CFSA”), the buyer agency, and the Department on Disability Services (“DDS”), the seller agency, collectively referred to herein as the “Parties”.

II. AUTHORITY FOR MOU

The Parties are authorized to enter into this MOU pursuant to D.C. Official Code § 1-301.01(k) (2016 Repl.). In addition, the Parties are authorized to enter into this MOU consistent with the Department on Disability Services Establishment Act of 2006 (D.C. Law 16-264; D.C. Official Code § 7-761.01 *et seq.*) and the Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277; D.C. Official Code § 4-1303.01a *et seq.*).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to provide care for [REDACTED], born January 10, 2001 (“AA”); [REDACTED], born January 3, 2002 (“AG”); [REDACTED] (“JP”), born August 9, 2001; and [REDACTED] born April 18, 2002 (“CJ”), collectively referred to herein as “youths”. These youths are committed to CFSA, but each youth meets the eligibility requirements for services provided by DDS. This MOU establishes the funding for CFSA to pay to DDS the expected costs for contracting with DDS Medicaid provider agencies that meet the criteria for a Choice Provider status through the date of these youths’ 21st birthdays, respectively, on January 10, 2022 (“AA”); January 3, 2023 (“AG”); August 9, 2022 (“JP”); and April 18, 2023 (“CJ”).

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF DDS

DDS shall:

1. Provide appropriate placement for the youths.

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

B. RESPONSIBILITIES OF CFSA

CFSA shall:

1. Make timely monthly payments to DDS at a daily rate of \$89.95 for the 102-day period of October 1, 2021 through January 10, 2022, for AA.
2. Make timely monthly payments to DDS at a daily rate of \$248.55 for the 365-day period of October 1, 2021 through September 30, 2022, for AG.
3. Make timely monthly payments to DDS at a daily rate of \$204.29 for the 365-day period of October 1, 2021 through September 30, 2022, for CJ.
4. Make timely monthly payments to DDS at a daily rate of \$187.12 for the 303-day period of October 1, 2021 through August 9, 2022, for JP.
5. Provide full case management support for the youths. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to meet the youths' comprehensive needs through communication and available resources to promote quality outcomes.

V. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from October 1, 2021 through September 30, 2022, unless terminated in writing by the Parties pursuant to Section XI of this MOU or extended pursuant to subsection B below.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one additional one-year option period beginning with fiscal year (FY) 2023 (*i.e.*, October 1, 2022) and up to the youths' 21st birthdays. Option periods may consist of

a fiscal year, a fraction thereof, or multiple successive fractions of a year. CFSA shall provide DDS with written notice of its intent to exercise an option period thirty (30) calendar days prior to the expiration of the initial or any extension period of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU in FY 2022 shall not exceed Two hundred and thirty-one thousand one hundred and fifty-five dollars and eighty-five cents (\$231,155.85)
2. The daily rates in FY 2022 are \$89.95 for 102 days for AA; \$248.55 for 365 days for AG; \$204.29 for 365 days for CJ; and \$187.12 for 303 days for JP.
3. Funding for services shall not exceed the actual cost of the services provided, based on the rates provided in the budget attached as Attachment A.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by CFSA to DDS based on the total amount of this MOU.
2. DDS shall submit a monthly invoice to CFSA, which shall include itemized monthly claims for reimbursement with the names of the youths receiving the services under this MOU.
3. Payments to DDS for the services to be provided under this MOU shall not exceed the amount of this MOU.
4. DDS shall relieve the advance and bill CFSA through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. DDS shall notify CFSA within forty-five (45) calendar days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DDS shall return any excess advance to CFSA within thirty (30) calendar days of the end of the current fiscal year.

C. ANTI-DEFICIENCY ACT CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency

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

VII. AMENDMENTS AND MODIFICATIONS

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

VIII. CONSISTENT WITH LAW

- A. The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated.
- B. This MOU shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any judicial or administrative matter.

IX. COMPLIANCE AND MONITORING

DDS will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

DDS shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of CFSA and other officials as may be specified by the District of Columbia in its sole discretion. DDS will maintain client records consistent with applicable laws, document retention schedules, and contracts.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving at least thirty (30) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to DDS shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

For DDS:

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

For CFSA:

Tanya Trice, Assistant Deputy Director
Kinship and Placement Administrations
D.C. Child and Family Services Agency
200 E Street, SE, Room 22654
Washington, DC 20003

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (Law 18–37, D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES

The directors of DDS and CFSA, or their designees, shall resolve all disputes and/or adjustments resulting from the services provided under this MOU. In the event the Parties cannot resolve a dispute, the matter shall be referred to the Deputy Mayor for Health and Human Services. The decision of the Deputy Mayor related to any disputes referred shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies, to include applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, and 45 CFR Parts 160 and 164 Subparts A and E, pertaining to the protection, maintenance and disclosure of individually identifiable health information. In the event client data is breached or lost DDS shall notify CFSA within the time allotted by applicable policies and/or legislation. Specifically, the Parties acknowledge that information concerning clients is confidential and needs to be maintained in a safe and secure fashion. Information received by either Party in the performance of

responsibilities associated with the performance of this MOU shall remain the property of DDS and CFSA.

XVI. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

Nothing contained in this MOU shall be deemed or construed by the Parties or by any third party to create the relationship of a principle and agent, partnership, joint venture, or any association between the Parties except as specifically stated herein. This MOU is made for the benefit of the Parties hereto and not for the benefit of a third party.

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

Department on Disability Services



Andrew P. Reese
Director

Date: 1/10/2022

Child and Family Services Agency



Robert L. Matthews
Acting Director

Date: 01 / 18 / 2022

**FISCAL YEAR 2022
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF AGING AND COMMUNITY LIVING**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the District of Columbia Department of Aging and Community Living ("DACL" or "Seller"), collectively referred to herein as the "Parties").

This MOU facilitates the transfer of federal formula state grant funds from DDS to DACL to provide independent living services to older blind, visually impaired, and deaf or hard of hearing consumers. These funds are issued to DDS/RSA in accordance with Chapter 1, Part B and Chapter 2 of Title VII of the Rehabilitation Act of 1973, as amended. DACL will work with community-based private partners that are selected pursuant to DACL's grant and procurement procedures, to provide the services funded under this MOU. Services will be provided in the community at private, nonprofit community-based centers, and in consumers' homes.

II. PROGRAM GOAL AND OBJECTIVES

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

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

person who is blind in coping with daily living activities, IL core services including IL skills training, information and referral, peer counseling and individual and systems advocacy; and other IL services as defined in the Act and the IL program regulations.

The mission of DACL is to advocate, plan, implement, and monitor programs in health, education, employment, and social services, which promote longevity, independence, dignity, and choice for District residents ages 60 and older and those with disabilities.

III. TARGET POPULATION

The target population shall consist of residents of the District of Columbia who are: 60 years of age or older; blind, visually-impaired, deaf or hard of hearing, or deaf-blind; and who need assistance in learning to live with their disabilities in order to remain in their present living arrangements and access community-based services.

IV. SCOPE OF SERVICES

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

A. DDS/RSA Responsibilities

DDS/RSA will transfer funds to DACL:

To fund and manage private, nonprofit, community-based providers: the Ward 5 Lead Agency responsible for managing the Aging Center for the Blind and Visually Impaired; the Ward 5 Model Cities Senior Wellness Center; and the Ward 8 Lead Agency responsible for managing the Deaf and Hard of Hearing Senior Center. This funding will support the following services: a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, recreational trips, counseling, case management and transportation for older blind, visually-impaired, deaf and hard of hearing or deaf blind consumers to and from the Ward 5 and Ward 8 Lead Agency centers.

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

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

2. Arrange and fund the transportation of participants at the Ward 5 Model Cities site. Transportation funding for the Model Cities site will be excluded from the transfer of funds to DACL under this MOU.
3. Reimburse DACL for all approved personnel services expenses resulting from the hiring of staff necessary to support these services, including payment of wages, taxes, and other benefit costs required under District of Columbia laws.
4. Reimburse DACL for all other approved program costs, as outlined in Section IV.B, below.

B. DACL Responsibilities:

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

1. The Ward 5 Lead Agency will provide:

A nutritious lunch, independent living skills training, Braille, music therapy, arts and crafts, recreational trips, counseling, case management and transportation to and from the Ward 5 Lead Agency center, five days per week for at least ten (10) older blind and visually-impaired consumers.

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

- Salary, wage, and fringe benefits for one (1) full-time Blind Center Director and one (1) part-time Program Aide.
- Ward 5 Lead Agency Cost Details
 - Full-time Blind Center Director at \$ 11,500.45, plus fringe at \$1,654.00 totaling \$13,154.45. Part-time Program Aide/Site Manager at \$ 23,868.00, plus fringe at \$2,977.55.00.00, totaling \$26,845.55.00.
 - Grand Total Funding for Ward 5 Lead Agency: \$40,000.00.

2. The Ward 5 Model Cities Senior Wellness Center will provide:

Program space two days per week to provide a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts & crafts, recreational trips, counseling, and transportation to and from the facility to a maximum of twelve (12) older blind consumers; and

DDS/RSA with records of participants attending the program daily, to verify expenses on invoices for transportation that is paid by DDS/RSA.

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

- Supplies/Contractual cost and salary wage for (1) part-time Program Coordinator and one (1) part-time Program Assistant
 - Supplies - Fitness supplies totaling \$5,389.00
 - IT Contractual Services (computers, software, printers) totaling \$ 7,891.00;
 - Program Coordinator at an hourly rate of \$30.00 per hour,. The rate of payment for 520 hours, not including fringe totaling \$15,600.00;
 - Contracted Program at an hourly rate of \$20.00 per hour . The rate of payment for 520 hours, not including fringe, totaling \$10,400.00;
 -
 - Other contractual services to provide adapted fitness and wellness classes, totaling \$10,200.00.
 - The grand total for Ward 5 Model Cities Wellness Center is \$49,480.00.

3. The Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center will provide:

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

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

- Hands in Motion / Deaf and Hard of Hearing contract consultant at \$25.00 per hour. The contractor provides sign language interpretation for clients of the Deaf and Hard of Hearing program totaling \$14,478.00.
- The cost for technology training and support for twenty (20) participants is \$25,000.00.
- The grand total for Ward 8 Lead Agency is \$39,478.00.

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

V. DURATION OF MOU

- A. TERM.** This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2022, unless terminated in writing by the Parties prior to the expiration.
- B. MOU EXTENSION.** Based on the availability of funds, DDS/RSA and DACL may extend the term of this MOU by exercising a maximum of four, one-year option periods. DDS/RSA shall provide written notice of its intent to exercise an option period prior to the expiration of the MOU.

VI. AUTHORITY FOR MOU

This MOU is subject to the provisions of 29 U.S.C. § 796 *et seq.*; 34 C.F.R. Part 367; 45 C.F.R. Part 1329; D.C. Official Code §§ 1-301.01(k) and 7-503.03.

VII. INTRA-DISTRICT FUNDING PROVISION

A. COST OF SERVICES

The total cost for personnel expenses, goods, and services under this MOU shall not exceed **\$128,958.00** for FY 2022. This includes **\$40,000.00** annually for salary, fringe benefits, and supplies for the Ward 5 Lead Agency ("Ward 5 Lead Agency") responsible for managing the Aging Center for the Blind and Visually Impaired; **\$49,480.00** annually in salary wages and supplies/contractual cost for the Ward 5 Model Cities Senior Wellness Center; and **\$39,478.00** to contribute to the cost for salaries, fringe benefits and assistive technology for the Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center, referred to in Section IV above. This amount does not include costs for the specialized blind rehabilitation services and training in the homes and community. The Specialized Rehabilitation Intervention services for the blind will be funded by the Vocational Rehabilitation Services Program Grant, the Independent Living State Grant, and the Independent Living Services for Older Individuals who are Blind. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and overhead, as presented to DDS/RSA and accepted by DDS/RSA.

B. PAYMENT

1. Payment for the personnel expenses, goods, and services shall be made through an Intra-District advance from DDS/RSA to DACL based on the total amount of this MOU.
2. Advances to DACL for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
3. DACL will receive the advance bill DDS/RSA through the Intra-District process only for those personnel expenses, goods, and services actually provided pursuant

to the terms of this MOU. DACL shall notify DDS/RSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DACL shall return any excess advance to DDS/RSA by September 30 of the current fiscal year.

4. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.); (iii) D.C. Official Code § 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contract, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Law 18-371; D.C. Official Code § 2-351.01 *et. seq.*) to procure the goods or services of the agent or third party.

IX. COMPLIANCE AND MONITORING

As this MOU is funded by Title VII Independent Living funds, including Title VII, Chapter 2 Independent Living Services for Older Individuals Who Are Blind federal formula state grant funds, and Title VII, Chapter 1, Part B Independent Living state grant funds, DACL shall ensure that its private, community-based partner agencies cooperate with scheduled and non-scheduled monitoring reviews by DDS Quality Assurance and Performance Management Administration.

X. RECORDS AND REPORTS

DACL shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU, and upon request, make these documents available for inspection by duly authorized representatives of DDS/RSA and other officials as may be specified.

XI. CONFIDENTIAL INFORMATION

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

XII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party.

XIII. N O T I C E The following individuals are the contact points for each

Party under this MOU:

DDS/RSA: Darryl Evans

Deputy Director, Department on Disability Services
Rehabilitation Services Administration

250 E Street, SW
Washington, DC 20024
Telephone: (202) 442-8490

DACL: Eric Manuel

Program Manager
Department of Aging and Community Living
500 K Street, NE
Washington, DC 20002
Telephone: (202) 730-1745

XIV. MODIFICATIONS


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

XV. 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 MOU as follows:

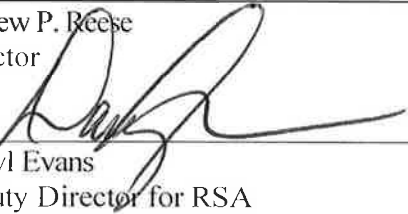
DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

1/21/2022

Date



Darryl Evans
Deputy Director for RSA

11/1/2021

Date

DEPARTMENT OF AGING AND COMMUNITY LIVING:

LAURA NEWLAND
Director

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

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

Fiscal Year 2022

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department on Disability Services (Buyer) and the Department of Human Resources (Seller), collectively known as the Parties.

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services for its candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The objective of the fitness evaluations and suitability screenings is to determine whether each specific candidate, employee or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 of the District of Columbia Municipal Regulations (DCMR).

III. SCOPE OF SERVICES

In pursuit of the shared goals of the Parties to carry out the program goals and objectives expeditiously and economically, the Parties agree as follows:

A. Responsibilities of the Seller

1. The Seller shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer's candidates, employees, and volunteers who are subject to fitness evaluations, suitability screenings, or both. The Seller shall, at a minimum, provide for the services indicated on page 4.
- ~~2.~~ For each candidate, employee, and volunteer who undergoes a fitness evaluation, suitability screening, or both, the Seller shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer through an electronic means established by the Seller.
- ~~3.2. When a suitability determination leads to a corrective or adverse action pursuant to 6-B DCMR §§ 1613, 1614, or 1616, the Seller shall appoint the proposing official, any administrative review officer, and the deciding official.~~

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$ 9,747.14 for compliance services.
2. The Buyer shall ensure the Seller receives all documentation reasonably necessary to carry out the Seller's responsibilities under this MOU.
3. The Buyer agrees to be bound by the provisions contained in Title 6-B, Chapters 4, 16, and 20B of the DCMR. The Buyer agrees that for purposes of these regulations as they relate to suitability screenings covered under this agreement, the Seller serves as the Program Administrator ~~and the personnel authority. Moreover, for purposes of 6-B DCMR § 1623, the Director of DCHR, or her designee, shall serve as the final deciding official for any corrective or adverse actions related to suitability screenings.~~

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2021, through, September 30, 2022, unless terminated in accordance with Section XII prior to the expiration.

- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a year, a fraction thereof, or multiple successive fractions of a year. The Buyer shall provide notice to the Seller of its intent to renew an option period prior to the expiration of the MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D.** Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2023 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$ 9,747.14.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapters 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

- 1.** Total cost for services under this MOU shall not exceed \$ 9,747.14 for Fiscal Year 2022. Funding for services shall not exceed the actual cost of the goods and services.
- 2.** The estimated cost of this MOU is based upon the projected service costs outlined on the schedule on the following page, and do not account for all suitability services that may be provided under this MOU. For example, the Buyer may request weekend service collections which may result in overtime fees. However, the total resulting service cost shall not exceed the maximum amount of this MOU established in subsection (A)(1).

B. Payment

- 1.** Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
- 2.** The Seller shall submit invoices at least quarterly that shall include the amounts billed for that period. The invoices shall include: (1) a list of services and their costs; and (2) a list of labor costs, including hourly rates for all staff.
- 3.** The advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
- 4.** The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days before the end of the current fiscal year.
- 5.** The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY22 SERVICE COSTS

COMPLIANCE SERVICES

CRIMINAL BACKGROUND CHECKS (GENERAL)

Positions	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$ 26.08	\$ 28.78	\$ 0	\$ 0.00
Protection	12	\$ 26.08	\$ 28.78	\$ 0	\$ 658.32
Security	12	\$ 26.08	\$ 28.78	\$ 0	\$ 658.32
Volunteers	0	\$ 26.08	\$ 28.78	\$ 0	\$ 0.00
Summer Hires	0	\$ 26.08	\$ 28.78	\$ 0	\$ 0.00
Criminal Background Checks Total Cost					\$ 1,316.64

CRIMINAL BACKGROUND RECERTIFICATIONS

Positions	Projected # Recerts	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$ 26.08	\$ 28.78	\$ 0	\$ 0.00
Protection	92	\$ 26.08	\$ 28.78	\$ 0	\$ 5,047.12
Security	47	\$ 26.08	\$ 28.78	\$ 0	\$ 2,578.42
Criminal Background Recert Total Cost					\$ 7,625.54

DRUG TESTING (GENERAL)

Positions	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$ 40.03	\$ 27.05	\$ 0	\$ 0.00
Protection	12	\$ 40.03	\$ 27.05	\$ 0	\$ 804.96
Summer Hires	0	\$ 40.03	\$ 27.05	\$ 0	\$ 0.00
Drug Testing Total Cost					\$ 804.96

DRUG TESTING – RANDOM

Positions	Projected # Randoms	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Safety	0	\$ 40.03	\$ 27.05	\$ 0	\$ 0.00
Alcohol	0	\$ 40.03	\$ 27.05	\$ 0	\$ 0.00
Random Drug Testing Total Cost					\$ 0.00

FITNESS FOR DUTY TESTING – APPLICANTS

Type	Projected # Applicants	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Pre-Employment	0	\$ 105	\$ 70.1	\$ 0	\$ 0.00
Pre-employment Fitness for Duty Testing Total Cost					\$ 0.00

FITNESS FOR DUTY TESTING – EMPLOYEES

Type	Projected # Recerts	Unit Cost	Personnel Cost	Misc. Fees (Ala Carte)	Subtotal
Employee FFD	0	\$ 550	\$ 70.1	\$ 0	\$ 0.00
Fitness for Duty Recertification Total Cost					\$ 0.00

GRAND TOTAL **\$ 9,747.14**

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, the Seller will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods or services of an agent, contractor, consultant or other third party will be utilized to execute the processes described in this MOU, then the Parties shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of the Buyer and other officials as may be specified by the District of Columbia.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with this MOU shall remain the property of the Buyer.

XII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party. In the event of termination of this MOU, the Seller will conclude any previously-requested compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

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

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Jessica Gray

Department on Disability Services
250 E St SW, Washington, DC 20024
(202)-730-1629

XIV. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

XV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

FOR THE DEPARTMENT ON DISABILITY SERVICES

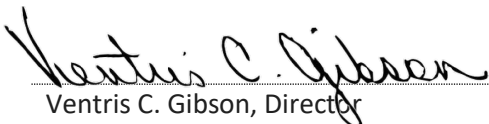


Andrew P. Reese, ~~geney~~ Director

October 6, 2021

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



Ventris C. Gibson, Director

October 13, 2021

Date

FISCAL YEAR 2022
MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES,
REHABILITATION SERVICES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC LIBRARY

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency (“DDS/RSA” or “Buyer”) and District of Columbia Public Library, the seller agency (“DCPL” or “Seller”), collectively referred to herein as the “Parties.” The source of funding for this MOU are the federal grants: Independent Living Services for Older Individuals who are Blind and the Independent Living Services Grant Award. This MOU establishes a partnership with DCPL to provide blind or low vision individuals access to state and national newspapers, magazines, and wire feeds, as well as television listings, at any time and any place.

II. PROGRAM GOALS AND OBJECTIVES

The program objective is to provide National Federation of the Blind (“NFB”) Newsline Services (“Newsline Services”) to eligible registered patrons of the D.C. Regional Library for the Blind and Print Disabled (DC Talking Book and Braille Program) who are residents. RSA pays for a license through the NFB for Newsline Services through FY 2022; DCPL is responsible for the implementation of the services to District of Columbia residents.

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

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER (DCPL)

DCPL shall:

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

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

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

B. RESPONSIBILITIES OF BUYER (DDS/RSA)

DDS/RSA shall:

1. Transfer grant funds to sub-recipient DCPL and ensure timely and accurate reporting and administration of the program.
2. Have oversight responsibility over the federal grant dollars awarded to DC Government and transfer to Seller for services rendered.
3. Draw down the following federal grant funds and transfer to DCPL: Independent Living Services and Independent Living Services for Older Individuals who are Blind.

4. Participate in Steering Committees.
5. Have federal grant reporting responsibility for the federal grant dollars awarded to DC Government and transfer to Seller for services rendered and submit annual reports to the Department of Education (for Independent Living Services for Older Individuals who are Blind) and Health and Human Services (for Independent Living Services Program).
6. Ensure that appropriate referrals of DDS/RSA consumers requiring Newsline Services are made to DCPL.
7. DDS/RSA will pay the licensing fee to make the NFB-Newsline service available to DCPL for FY 2022.
8. Provide computer training to the NFB-Newsline Administrator, if needed.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2021, through September 30, 2022, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one-year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

The MOU is subject to the provisions of D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed Seventeen Thousand, Three Hundred Dollars (\$17,300.00) for Fiscal Year 2022. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and actual overhead, as presented to and accepted by RSA.
2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 for the 2022 fiscal year.

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.

C. DISPUTES

1. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the DC Office of Financial Operations and Systems.

VII. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

VIII. TERMINATION

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

IX. NOTICE

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

DDS/RSA:

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

Washington, D.C. 20024
Phone: 202-442-86606
[E-mail: Darryl.Evans@dc.gov](mailto:Darryl.Evans@dc.gov)

DCPL:

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

X. 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 MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Law 18-371; D.C. Official Code § 2-351.01 et seq.) to procure the goods or services of the agent or third party.

XI. ANTI-DEFICIENCY

The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 20120 Supp.), (iii) D.C. Official Code § 47-105 (2015 Repl.), and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

XII. MISCELLANEOUS

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

XIII. MODIFICATIONS

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

XIV. EFFECTIVE DATE

This MOU shall be effective upon signature by the Parties through September 30, 2022.

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

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

T. Jared Morris for
Andrew P. Reese
Director
Department on Disability Services

November 23, 2021
Date

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

09/17/2021
Date

DISTRICT OF COLUMBIA PUBLIC LIBRARY


Richard Reyes-Gavilan
Executive Director

September 15, 2021
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF CONTRACTING AND PROCUREMENT
AND
THE DEPARTMENT ON DISABILITY SERVICES
FOR PROCUREMENT SERVICES
IN
FY 2022**

This Memorandum of Understanding (“MOU”) is entered into between the Department on Disability Services (“DDS” or “Buyer”) and the Office of Contracting and Procurement (“OCP” or “Seller”), collectively referred to herein as the “Parties.”

I. PURPOSE

The District government has implemented a procurement reform strategy to streamline processing operations by authorizing agencies to manage the purchase of goods and services that are needed to perform agency functions – recognizing that many of the District’s purchasing needs are “business” specific. The reform strategy has been implemented through delegated procurement authority authorized by the District’s Chief Procurement Officer. The purpose of this MOU is to provide for the intra-District transfer of funds to support procurement reform for DDS for Fiscal Year 2022.

II. OBLIGATIONS OF THE PARTIES

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

A. RESPONSIBILITIES OF OCP

1. OCP shall provide support to the DDS, its director and the various program officials within the DDS on procurement matters, including, but not limited to:
 - a) Assist agency staff in the planning and preparation of procurement-related documents;
 - b) Advise program staff on appropriate procurement methodology and solicitation management; and
 - c) Provide additional procurement support as necessary.
2. OCP shall ensure that the revenues for this project are reflected in the budget entry budget line item detail screen and the appropriate accumulators.
3. OCP shall establish an agency internal service fund with a corresponding index and PCA that ties to the fund and agency organization structure for the transfer of funds from DDS to OCP.
4. OCP may, during staff vacancy lapse period, reprogram funds for non-personnel services to meet the service requirement under this MOU.
5. If the actual funds required are less than anticipated, OCP shall grant a refund to DDS.

B. RESPONSIBILITIES OF DDS

1. DDS shall budget for all services requested in this MOU.
2. DDS shall transfer an aggregate amount of \$493,771.25
3. DDS shall provide office space, conference space and file space for all procurement personnel assigned to DDS.
4. DDS shall provide facsimile machines, telephones, photocopiers, shredders and other office equipment to the OCP procurement staff.
5. DDS will provide on-site IT support services.

III. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

IV. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the goods and services under this MOU shall not exceed \$493,771.25 for Fiscal Year 2022. Funding for the goods and services shall not exceed the actual cost of the goods and services provided, including labor, materials and overhead. OCP projects the costs below for providing the goods and services under this MOU for Fiscal Year 2022.
2. The estimated cost of this MOU is based on the total budget for the salaries and fringe benefits of the four (4) DDS procurement personnel.
3. In the event of termination of this MOU, payment to OCP shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Payment for the services provided under this MOU shall be made through Intra-District advances by DDS to OCP in the amount set forth in the following chart:

Agency	No. of Employees	Salaries	Fringe	Total
DDS	4	\$395,017.00	\$98,754.25	\$493,771.25

2. OCP shall submit quarterly reconciliations which shall describe the amounts billed for that period. The reconciliations shall include the amounts paid for services for that quarter.
3. Advances to OCP for the services to be performed under this MOU shall not exceed the amount of this MOU, as set forth in section IV.A.1.

4. OCP will collect the advance and bill DDS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCP will notify DDS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OCP will return any excess advance to DDS by September 30, 2022.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from October 1, 2021 through September 30, 2022, unless terminated in writing by the Parties pursuant to Section IX of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide Seller with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the current year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

VI. COMPLIANCE AND MONITORING

As this MOU is funded by District government funds, OCP will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VII. RECORDS AND REPORTS

OCP shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for

inspection by duly authorized representatives of DDS and other officials as may be specified by the District of Columbia at its sole discretion.

VIII. RESOLUTION OF DISPUTES

Pursuant to section 865(c) of the CMPA, the Chief Financial Officer for the District of Columbia shall resolve any disputes regarding the exact amounts to be transferred to the OCP under this MOU.

IX. CONFIDENTIAL INFORMATION

OCP and DDS shall use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and local statutes, regulations, and policies.

X. NOTICE

The following individuals are the contact points for OCP and DDS:

For the Office of Contracting and Procurement

Marc Scott, Chief Operating Officer

Email: marc.scott@dc.gov

Phone: (202) 724-8759

For the Department on Disability Services

T. Jared Morris, Chief of Staff

Email: thomas.morris@dc.gov

Phone: (202) 730-1548

XI. MODIFICATIONS

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

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year written below:

DEPARTMENT ON DISABILITY SERVICES (Buyer):



Andrew P. Reese, Director

12/29/2021
Date

OFFICE OF CONTRACTING AND PROCUREMENT (Seller)



George A. Schutter III, Director

1/13/2022
Date

1. Parties and Purpose

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

The purpose of this MOU is to:

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

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

2. Background

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

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

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

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

The District's State Plan

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

3. WIOA Requirements and References

WIOA prescribes the following with regard to partners and MOUs:

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

4. DC WIC Roles and Responsibilities

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

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

In addition, WIOA Section 107 requires DC WIC to:

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

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

5. One-Stop Operator Roles and Responsibilities

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

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



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

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

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

6. Core Partners and Other One-Stop Partner Programs

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

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

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

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




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

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

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

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

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

7. The District's American Job Centers

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

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

8. System Access via the Internet

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

9. Service Delivery

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

service delivery in the District.

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

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

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

10. General Partner Responsibilities

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

In addition, the Partner agrees to:

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



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

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

11. DDS Programs and Services

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

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

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

12. Methods for Referring Customers

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

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



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

13. Priority Populations

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

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

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

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

14. Nondiscrimination and Equal Opportunity

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

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

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

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

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

15. Resource Sharing

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

16. Appeals

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

17. Confidentiality Requirements and Development of Data Sharing Strategies

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

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

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

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

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

18. Term and Renewal

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

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

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

19. Modifications, Amendments and Termination

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

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

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

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

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

20. Anti-Deficiency Considerations

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



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

21. Point of Contact

The main point of contact for the MOU is:

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

22. Attachments to the MOU

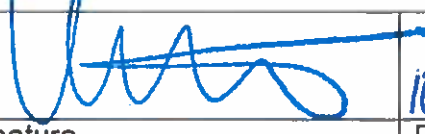
The following attachments are incorporated into the MOU:

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

23. Signatures

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

Chief Elected Official, District of Columbia

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


Executive Director, Workforce Investment Council

Ahnna Smith		10/27/2021
Name	Signature	Date




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Director, District of Columbia Department on Disability Services

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

Deputy Director, DC Rehabilitation Services Administration

Darryl Evans		10/16/2021
Name	Signature	Date

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

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

ATTACHMENT A**AJC and One-Stop System Services****Workforce Innovation and Opportunity Act
One-Stop Delivery System Memorandum of Understanding****One-Stop System Services**

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

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

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

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

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

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

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

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

¹ Within the District, the DC WIC.

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

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

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

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

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

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

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

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

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

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

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

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

Shared System Design and Access

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

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

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

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

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

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

Shared System Knowledge

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

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

Shared Systems and Customers

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

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

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

1. *Outreach and Recruitment*

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

2. *Intake*

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

3. *Orientation*

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

4. *Initial Assessment*

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

5. *Cross Referrals*

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

6. *Sharing of Local Market Intelligence*

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

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

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

8. *Support Services*

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

9. *Placement Services*

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

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

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

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

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

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

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

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

II. Cost Allocation Methodology and Steps to Reach Consensus

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

Infrastructure Costs

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

Additional Costs

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

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

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

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

III. Partner Costs

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

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

IV. Partner Personnel and Data Submission

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

Personnel Information

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

Data

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

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

V. Cost Reconciliation and Billing

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

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

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

VI. Method of Payment

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

VII. Fiscal Agent Role/Responsibility

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

VIII. Systems Budget and Allocated Costs Tables



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

FY22- IFA & SHARED SYSTEMS ALLOCATION COSTS PER REQUIRED PROGRAM

DC Agency	Partner Program		Electricity	Water	Telcom	Rental and Structures (Bachel)****	Security	Frequency	Sustainable Energy	Gas	Shared System Costs*	Grand Total
	FY22 Budget for AIC	Total Estimated Annual Hours	100,757.60	26,003.22	213,558.23	251,291.00	283,268.36	266,201.08	6,675.93	1,099.62	551,001.52	1,678,456.56
DOES												
	Wagner-Peyser Act ES	20,891.40	\$ 19,857.31	\$ 5,079.10	\$ 43,488.03	\$ 46,949.01	\$ 56,869.25	\$ 51,934.52	\$ 1,201.98	\$ 475.03	\$ 112,729.20	\$ 337,687.34
	Unemployment Insurance	16,430.00	\$ 16,323.03	\$ 4,391.95	\$ 34,429.15	\$ 28,299.84	\$ 44,925.70	\$ 50,379.10	\$ 1,220.95	\$ 309.64	\$ 88,908.04	\$ 266,109.33
	Compensation Programs	16,111.36	\$ 16,189.93	\$ 4,990.93	\$ 34,180.34	\$ 22,419.37	\$ 44,525.78	\$ 50,663.86	\$ 1,239.62	\$ 374.22	\$ 89,186.68	\$ 265,742.93
	WIDA-Dislocated Worker	11,602.12	\$ 1,995.78	\$ 1,015.73	\$ 25,782.83	\$ 65,113.73	\$ 34,944.67	\$ 10,988.25	\$ 307.27	\$ -	\$ 66,922.28	\$ 206,270.52
	WIDA-Adult	10,596.88	\$ 11,124.82	\$ 3,287.24	\$ 22,248.83	\$ 12,608.61	\$ 29,087.91	\$ 34,875.98	\$ 886.45	\$ 225.93	\$ 57,434.20	\$ 173,699.87
	WIDA-Youth	5,248.00	\$ 6,092.89	\$ 1,572.44	\$ 10,843.97	\$ 10,318.68	\$ 14,887.33	\$ 16,097.39	\$ 475.69	\$ -	\$ 27,878.52	\$ 88,078.82
	WIDA-Program (VETS)	2,080.00	\$ -	\$ -	\$ 4,209.88	\$ 13,148.72	\$ 5,255.85	\$ -	\$ -	\$ -	\$ 15,814.91	\$ 33,336.23
	WIDA-Youth	1,858.00	\$ 3,261.62	\$ 793.02	\$ 3,764.69	\$ -	\$ 5,101.45	\$ 8,730.86	\$ 237.48	\$ -	\$ 9,713.28	\$ 21,484.18
DOES Program Totals		85,785.56	\$ 83,991.54	\$ 21,426.52	\$ 178,987.89	\$ 195,854.47	\$ 295,616.36	\$ 221,800.57	\$ 5,545.42	\$ 1,444.86	\$ 461,806.09	\$ 1,408,052.78
DOES ***	Time IV	8,840.00	\$ 8,726.36	\$ 2,510.15	\$ 19,717.60	\$ 19,970.11	\$ 24,149.78	\$ 21,886.99	\$ 581.89	\$ 251.38	\$ 49,293.23	\$ 142,898.84
DOES ***	TAMP	2,210.00	\$ 2,219.03	\$ 571.65	\$ 4,530.62	\$ 5,588.20	\$ 6,243.50	\$ 5,912.11	\$ 172.81	\$ -	\$ 11,699.83	\$ 36,766.34
DOES ***	SNAP	1,320.00	\$ 1,490.63	\$ 384.70	\$ 2,799.47	\$ 2,769.12	\$ 3,712.94	\$ 3,938.25	\$ 116.38	\$ -	\$ 7,088.12	\$ 22,744.58
DOES ***	CSBG	2,210.00	\$ 724.40	\$ 188.95	\$ 4,474.94	\$ 11,176.43	\$ 6,065.10	\$ 1,913.86	\$ 54.50	\$ -	\$ 11,545.80	\$ 36,744.02
DOES ***	Time II	6,240.00	\$ 1,012.88	\$ 763.83	\$ 1,261.71	\$ -	\$ 1,715.43	\$ 2,701.91	\$ 79.84	\$ -	\$ 3,765.67	\$ 10,815.73
UDC (2021 provided cost)	Partners	832.00	\$ 681.78	\$ 175.95	\$ 1,689.78	\$ 2,629.74	\$ 2,281.82	\$ 1,801.28	\$ 51.23	\$ -	\$ 4,349.49	\$ 13,662.09
Job Corp	Performance Inc Corp	520.00	\$ 852.23	\$ 219.94	\$ 1,054.76	\$ -	\$ 1,429.52	\$ 2,711.60	\$ 80.54	\$ -	\$ 2,721.96	\$ 6,596.02
DOHA **	HUD Programs	24.00	\$ 26.41	\$ 6.91	\$ 50.82	\$ 97.93	\$ 65.57	\$ 69.77	\$ 1.58	\$ 0.89	\$ 111.11	\$ 390.68
National Center on Black Aging **	SCIEP	24.00	\$ 26.41	\$ 6.91	\$ 50.82	\$ 97.93	\$ 65.57	\$ 69.77	\$ 1.58	\$ 0.89	\$ 111.11	\$ 390.68
External IFA Partner Totals		18,638.00	\$ 16,769.55	\$ 4,526.50	\$ 46,570.51	\$ 46,254.83	\$ 45,629.38	\$ 44,383.52	\$ 1,130.32	\$ 254.76	\$ 88,185.48	\$ 272,603.80
GRAND TOTALS		104,596	\$ 100,757.60	\$ 26,003.22	\$ 213,558.23	\$ 251,291.00	\$ 283,268.36	\$ 266,201.08	\$ 6,675.93	\$ 1,099.62	\$ 551,001.52	\$ 1,678,456.56

*	Shared Systems Contribution costs include DC Networks
**	T&A Partner operates a non-collocated program from the AIC
***	These are DC government agencies that advance their total contribution prior to invoicing to ensure reimbursement to DOES programs that frontload costs throughout the year
****	Cost charges are only allocated to IFA Partner Programs with a presence in the District AIC

FY21 CONSOLIDATED SYSTEM BUDGET FOR APPLICABLE CAREERS SERVICES

Bank Career Services	T-1 Adult	T-1 DW	T-1 Youth	T-1 All	T-1 WP	T-1 VR	T-1 AM	SNAP EBT	Carl Perkins	T-1 DAA	Job Corps	TAA	Comm Act	Housing	UI	BSA	IVSG	DOES SCSEP	NCBA SCSEP	Other Part
T-1 Program Sign Up	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Initial Assessment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Labor Search/Job Search	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Referrals to Partners	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
UI	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Performance/Cont Info	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Support Services Info	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
UI Info/Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Financial Aid Info	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Individual Career Services	T-1 Adult	T-1 DW	T-1 Youth	T-1 All	T-1 WP	T-1 VR	T-1 AM	SNAP EBT	Carl Perkins	T-1 DAA	Job Corps	TAA	Comm Act	Housing	UI	BSA	IVSG	DOES SCSEP	NCBA SCSEP	Other Part
Comp Assessment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
ILP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Short Term Project	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Internship/Work Experience	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Out-of-Area Job Search	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Financial Literacy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
BT/ELA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Required Consolidated Budget	T-1 Adult	T-1 DW	T-1 Youth	T-1 All	T-1 WP	T-1 VR	T-1 AM	SNAP EBT	Carl Perkins	T-1 DAA	Job Corps	TAA	Comm Act	Housing	UI	BSA	IVSG	DOES SCSEP	NCBA SCSEP	Other Part
	\$1,504,772	\$1,813,227.38	\$1,951,154	\$1,000,000	\$2,276,181.56	\$42,790	\$320,000	\$120,000	\$9,851	\$0	\$1,200	\$0	\$0	\$15,720	\$542,500.20	\$771,319	\$508,782.28	\$1,741,795	\$1,345,823.88	\$
Consolidated budget total of career services delivered through the One-Stop system for FY21:	\$12,904,281.70																			

AJC¹ PARTNER AGENCY SERVICES SCHEDULE – 2022

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

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

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
(Term: October 1, 2021 – September 30, 2022)**

This serves as an Addendum to the Memorandum of Understanding (“MOU”) between the Department of Health Care Finance (“DHCF”), the seller agency (“Seller”), and the Department on Disability Services (“DDS”), Developmental Disabilities Administration (“DDA”), the buyer agency (“Buyer”), collectively referred to herein as the “Parties.” The MOU was initially executed on May 29, 2018, to be effective through September 30, 2018, allowing for an additional four (4), one-year option periods. The Parties executed prior Addendums in 2018, 2019, and 2020 to exercise the first, second, and third option years, respectively. This Addendum is developed in accordance with Section VI.B to exercise the fourth option year to continue DDS’s partnership with DHCF to provide funding each fiscal year (“FY”) to DHCF for payment of the local match to claim the Federal Financial Participation (“FFP”) for the 1915 (c) Home and Community Based Services waiver program for persons with Intellectual and Developmental Disabilities (“IDD”) (referred to herein as the “IDD HCBS waiver”). Pursuant to Section XIII (MODIFICATIONS) of the MOU, the Parties modify the following sections of the MOU as stated below:

1. Section III (OVERVIEW OF THE PARTIES) is modified by amending the last sentence in the second paragraph to read as follows: “DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and the implementing regulations for the respective waiver program.”.

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

A. The funding period of this MOU shall be from October 1, 2021, through September 30, 2022, unless terminated in writing by the Parties prior to the expiration.

3. Section VII (FUNDING PROVISIONS), Subsection A (COST OF SERVICES), is modified by amending Paragraph 1 to read as follows:

1. Total cost for goods and services under this MOU shall not exceed \$84,210,648.86 for FY 2022. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures contained in the DHCF paid claims data system.

4. Section XII (NOTICE) is modified by amending it to read as follows:

XII. NOTICE

The following individuals are the contact points for the respective parties under this MOU:

Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance

441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

Winslow Woodland
Deputy Director DDA
Department on Disability Services
250 E Street, SW, 6th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618


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

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne Turnage
Director

Date

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director

January 11, 2022
Date

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
(Term: October 1, 2021 – September 30, 2022)**

This serves as an Addendum to the Memorandum of Understanding ("MOU") between the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), collectively referred to herein as the "Parties." The MOU was initially executed by the Parties in February 2021, to be effective through September 30, 2021, allowing for an additional four (4), one-year option periods. This Addendum is developed in accordance with Section VI.B to exercise the first option year to continue DDS's partnership with DHCF to provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915(c) Home and Community Based Services waiver program for Individual and Family Support ("IFS") (referred to herein as the "IFS HCBS waiver"). Pursuant to Section XIII (MODIFICATIONS) of the MOU, the Parties modify the following sections of the MOU as stated below:

1. Section VI (DURATION OF MOU) is modified by amending Subsection A to read as follows:
 - A. The funding period of this MOU shall be from October 1, 2021, through September 30, 2022, unless terminated in writing by the Parties prior to the expiration.
2. Section VII (FUNDING PROVISIONS), Subsection A (COST OF SERVICES), is modified by amending Paragraph 1 to read as follows:
 1. Total cost for goods and services under this MOU shall not exceed \$1,234,380.28 for FY 2022. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures contained in the DHCF paid claims data system.


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

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne Turnage
Director

Date

DEPARTMENT ON DISABILITY SERVICES:


Andrew P. Reese
Director

January 11, 2022
Date

FISCAL YEAR 2022
MEMORANDUM OF UNDERSTANDING
BETWEEN
**THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION**
AND
THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

I. INTRODUCTION

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

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

II. PROGRAM GOAL AND OBJECTIVES

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

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

III. TARGET POPULATION

The target population shall consist of residents of the District of Columbia who are: certified as legally blind by an ophthalmologist or optometrist, not more than 20/200 central visual acuity in the better eye with corrective lens, an equally disabling loss of vision (as evidenced by a limitation to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no more than 20 degrees) and is a minimum of 18 years of age.

IV. SCOPE OF SERVICES

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

A. DDS/RSA Responsibilities

DDS/RSA shall:

Transfer funds to DCRA via intra-district transfer, not to exceed the amount of \$25,000, to cover the cost of business licenses for individuals who are in the Randolph Sheppard Vending Facilities Program.

B. DCRA Responsibilities:

DCRA will verify and issue business licenses to individuals who complete the business licensing process with DCRA and follow all policies and guidance related to this process.

V. DURATION OF MOU

A. TERM. This MOU shall begin when signed by the Parties named below, and shall end on September 30, 2022, unless terminated in writing by the Parties prior to the expiration.

B. MOU EXTENSION. Based on the availability of funds, DDS/RSA and DCRA may extend the term of this MOU by exercising a maximum of four, one-year option periods. DDS/RSA shall provide written notice of its intent to exercise an option period prior to the expiration of the MOU.

VI. AUTHORITY FOR MOU

This MOU is subject to the provisions of 20 U.S.C. § 107 *et seq.*; 34 C.F.R. 395.14; 41§102-74.50; 41 CFR 101-20.2; and 29 DCMR §211.1.

VII. INTRA-DISTRICT FUNDING PROVISION

A. COST OF SERVICES

The total cost for services under this MOU shall not exceed \$25,000 for FY 2022 for business licenses issues to participants in the Randolph Sheppard Vending Facilities Program.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance from DDS/RSA to DCRA based on the total amount of this MOU.
2. Advances to DCRA for the services to be provided shall not exceed the amount of this MOU.
3. DCRA will receive the advance bill DDS/RSA through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. DCRA shall notify DDS/RSA within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advances will not be billed during the current fiscal year. DCRA shall return any excess advance to DDS/RSA by September 30 of the current fiscal year.
4. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.); (iii) D.C. Official Code § 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contract, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010

(D.C. Law 18-371; D.C. Official Code § 2-351.01 *et. seq.*) to procure the goods or services of the agent or third party.

IX. RECORDS AND REPORTS

DCRA shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU, and upon request, make these documents available for inspection by duly authorized representatives of DDS/RSA and other officials as may be specified

X. CONFIDENTIAL INFORMATION

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

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party.

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

DDS/RSA: Darryl Evans
Deputy Director, Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC 20024
Telephone: (202) 442-8490

DCRA: Ernest Chrappah
Director, Department of Consumer and Regulatory Affairs
1100 4th Street, SW
Washington, DC 20024
Telephone: (202) 442-4400


XIII. MODIFICATIONS

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

XIV. MISCELLANEOUS

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

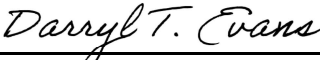
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:
DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reese
Director
Department on Disability Services

1/21/2022

Date



Darryl Evans
Deputy Director
Department on Disability Services
Rehabilitation Services Administration

1.14.2021

Date

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS:

Ernest Chrappah
Director
Department of Consumer and Regulatory Affairs

Date