

MEMORANDUM OF UNDERSTANDING

Between

The Welfare to Work Partnership
Washington, DC Business Resource Group

Court Services and Offender Supervision Agency for the District of Columbia
and
District of Columbia Pretrial Services Agency

Effective: Feb 6, 2003/4

This Memorandum of Understanding (MOU) seeks to clarify the terms of a collaborative service agreement acceptable to The Welfare to Work Partnership (The Partnership), the Court Services and Offender Supervision Agency for the District of Columbia (CSOSA) and the District of Columbia Pretrial Services Agency (PSA) and explain the roles and responsibilities of all parties. Each party, The Partnership, CSOSA, and PSA, affirms its commitment to the success of CSOSA's job training and placement program and The Partnership's Youth Offender Demonstration Project (YODP). Additionally, all parties will perform all activities within reason to ensure the success of the aforementioned projects.

I. Clarification of the Terms

Whereas all parties enter into this agreement with the belief that the services provided through this collaboration are mutually beneficial, there is **NO FEE FOR THE SERVICES RENDERED**. Furthermore, The Partnership is responsible for operating costs and the costs of the services provided as outlined in this document, and CSOSA and PSA are responsible for their costs of operations and services provided as outlined in this document.

II. Roles and Responsibilities of CSOSA and PSA

- A) Agree to have the resources, either directly or through access to providers, to address potential barriers to employment for their individual offenders and defendants.
- B) Screen and ensure that all referred candidates are work-ready; that is, they have a good understanding of the working environment coupled with basic life skills (i.e., interpersonal skills, flexibility, desire to learn, motivation, attendance and punctuality, among other skills sets).
- C) Ensure that selected individuals meet the criteria of the YODP. All candidates must be between the ages of 18-25 years of age; test free of drugs for a minimum of two weeks before joining the program; and be involved in the criminal justice system.

- D) Provide The Partnership with verified eligibility verification information on all enrolled participants, making sure that all referrals comply with the expressed eligibility criteria as outlined above in B and C.
- E) Provide case management services to program participants while they are under the CSOSA/PSA supervision.
- F) Work collaboratively and cooperatively with The Partnership to identify and place individuals in jobs with participating businesses.
- G) Provide The Partnership with requested wage verification information (a pay stub is sufficient).
- H) Communicate with The Partnership on progress and challenges of services to YODP participants/employees including any change in intern/full-time employee status (e.g., wage increase, promotion, change in hours, disciplinary action taken, etc.) in order to facilitate the provision of The Partnership's retention and career advancement services.
- I) In conjunction with The Partnership, develop a career advancement plan with required training needs for incumbent and potential employees.
- J) Obtain the necessary information disclosure authorizations from participating offenders/defendants as a condition of the offenders'/defendants' participation, to permit the release of sensitive information required by The Partnership's Eligibility Form by CSOSA/PSA to the Partnership.

III. Roles and Responsibilities of the Welfare to Work Partnership

- A) Identify and assign (at least) one Business Resource Consultant to work with CSOSA and PSA.
- B) Track all The Partnership enrollees for a minimum of six (6) months following job placement or the end of the grant whichever comes first.
- C) Engage in outreach to provide service to businesses seeking employees through the YODP, thus linking these businesses to eligible offenders/defendants who are supervised by CSOSA and PSA.
- D) Provide assistance to businesses by screening and preparing potential job applicants from CSOSA and PSA, if necessary, to meet the needs of the businesses.
- E) Assist businesses, CSOSA and PSA in post-placement activities for career advancement or replacement employment.
- F) Remain in close contact with CSOSA and PSA as it relates to the activities of the offender/defendant, working experiences, etc. This may be accomplished via e-mail, telephone conferences, or individual meetings. The Partnership Business Resource Consultants, CSOSA and PSA contacts will establish the frequency of interaction.
- G) Invite CSOSA and PSA to appropriate meetings and forums hosted by The Partnership.
- H) Link CSOSA and PSA to resources pursuant to collaborative project requirements. The Partnership, CSOSA and PSA will work collaboratively to generate quarterly reports on referred CSOSA and PSA clients. This will include employment status and employer information.
- I) Comply with all applicable Federal and District of Columbia laws prohibiting the unauthorized disclosure or redisclosure of sensitive personal information

pertaining to participating offenders and defendants (e.g., health, mental health, drug and alcohol treatment, and other personal data).

IV. Duration of the Memorandum of Understanding

The Partnership, CSOSA and PSA agree that the terms of this MOU will continue in effect for one year, or until such time as any partner or partners will modify, extend, or terminate this MOU for duration of the grant.

The terms and conditions of this MOU will be reviewed annually, and CSOSA and PSA will exercise its options to renew or cancel the MOU. All parties reserve the right to discuss and re-negotiate the terms and conditions of this agreement at any time. The Partnership, CSOSA or PSA may elect to terminate the MOU.

Termination of the MOU will be effective in either of two situations:

- 1) All partners agree in writing to its termination; or
- 2) One of the partners provides 30-day advance written notification of termination to the other partner.

V. Publicity and Media

Publicity releases and/or media interviews in connection with the activities of the Program shall not be undertaken by The Partnership without the prior written approval by CSOSA through its Office of Legislative, Intergovernmental and Public Affairs.

VI. Anti-Discrimination Policy

The Parties shall ensure that the Program operates in accordance with the applicable provisions of the Americans with Disabilities Act and the Rehabilitation Act of 1973, as well as other applicable law prohibiting discrimination.

VII. No Rights Created

This agreement does not, and shall not be construed to, create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

VIII. Liability

Each party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under federal and D.C. laws. Neither party agrees to insure, defend, or indemnify the other.

IX. Anti-Deficiency Act

Nothing contained herein shall be construed to obligate any party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

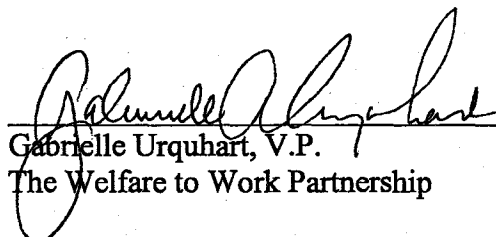
X. Effective Date

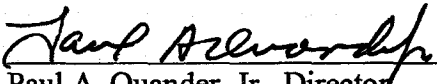
The date on which this MOU is executed by the last party to sign it shall be inserted as the effective date on the first page of the document

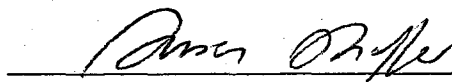
XI. Acceptance

The signatories below agree to and accept the terms and conditions of this MOU.

This agreement has been reviewed and approved by:

 VP 2/4/04
Title Date
Gabrielle Urquhart, V.P.
The Welfare to Work Partnership

 Director 12/8/03
Title Date
Paul A. Quander, Jr., Director
Court Services and Offender Supervision
Agency for the District of Columbia

 Director 12/31/03
Title Date
Susan Shaffer, Director
Pretrial Services Agency for the District of Columbia