



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR

Mayor's Office of Deaf, DeafBlind, & Hard of Hearing



NOTIFICATION OF MULTI-AGENCY MOU FOR ADA ACCESSIBLE COMMUNICATION SERVICES

TO: Office of Disability Rights (ODR)

FROM: Mayor's Office of Deaf, DeafBlind, and Hard of Hearing (MODDHH)

DATE: November 28, 2023

RE: *Notification of Multi-Agency MOU regarding ADA Accessible Communication Services-Effective Communication Program (ECP)*

This memorandum provides notification that MODDHH has requested that the City Administrator sign the attached multi-agency memorandum of understanding ("MOU") on behalf of your agency and other buyer agencies.

Under the MOU, MODDHH will provide ADA accessible communications services to your agency, and your agency will be responsible for the following:


- Payment to MODDHH of \$4,637.50, through the establishment of an Interagency Project in DIFS in that amount. The amount of the payment is based on the actual amount your agency used in FY 2022 for services provided by MODDHH to your agency;
- Compliance with the conditions of use (Section II.A-C of the MOU) set out in Attachment A of this notification; and
- Compliance with the payment terms and conditions (Section III.A, 1-4 of the MOU) set out in Attachment B of this notification.

The City Administrator intends to sign the MOU on or about Wednesday, December 19, 2023.

Therefore, by 5:00 p.m. on Friday, December 8, 2023, please sign and date the form below, and return the completed form to Kisha Gore, Chief of Staff at kisha.gore@dc.gov.

Agency Acknowledgment

- ☒ ODR understands and agrees to comply with the terms and conditions (including payment amount) of the MOU described above.
- ☐ For the following reason(s), ODR does not agree with the terms and conditions (or payment amount) of the MOU:

Signature:		Date:	12/18/2023
Printed name and title:	Ngoc Trinh, ODR Chief of Staff ,for Director Mathew McCollough		

ATTACHMENT A

Conditions of Use

- A. ODDHH shall, upon each request of a Participating Agency, and pursuant to the terms of this MOU, provide (via a private contract vendor) ADA accessible communications services (including, if requested, sign language interpreting, protactile interpreting, and/or captioning through communication access real-time translation (“CART”)) for the Participating Agency for meetings, conferences, trainings, or other interaction with District residents and constituents who are deaf, deafblind, deaf disabled, hard of hearing, and late deafened. ODDHH shall also, upon each request of a Participating Agency, provide sign language interpretation services and/or CART as a reasonable accommodation for District government employees who are deaf, deafblind, deaf disabled, hard of hearing, or late deafened for meetings, conferences, or trainings.
- B. The following guidelines shall apply to the provision of sign language interpretation and CART services by ODDHH under this MOU:
 - 1. Sign language interpreters and/or CART must be requested by a Participating Agency with at least five (5) business days’ notice.
 - 2. Sign language interpreters, protactile interpreters, & CART are not reliably available on an emergency/short-notice basis.
 - 3. Interpreters, captioners, and protactile specialists are only available for travel within the District.
 - 4. If a Participating Agency cancels a request for a sign language interpreter or CART with less than three (3) days’ notice, the Participating Agency shall be responsible for the full cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation, protactile specialists, or CART services from a Participating Agency falls outside the guidelines described in subsection B of this section II, sign language interpretation, protactile specialists, and CART services may be sought independently at the Participating Agency’s own cost. ODDHH can assist the Participating Agency with arranging for these services.

ATTACHMENT B

Funding Provisions—Payment

1. Each Participating Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Attachment A of this MOU [i.e., the amount set forth in the notification]. The Interagency Project shall be established in a manner that allows ODDHH to directly charge the Project for the costs the ODDHH incurs in providing services to the Participating Agency under this MOU.
2. ODDHH shall charge the Interagency Project only for the actual cost of services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, ODDHH shall attach, to the Project, documentation that supports the charge, including invoices as applicable.
4. ODDHH and a Participating Agency may increase the relevant Interagency Project amount for FY 2024 listed for the Participating Agency in Attachment A by the mutual agreement of ODDHH and the Participating Agency. In addition, an agency not listed in Attachment A may participate in this MOU by the mutual agreement of ODDHH and the agency.