



U.S. Department of Justice

Executive Office for United States Trustees

Office of Administration

Washington, DC 20530

MEMORANDUM OF UNDERSTANDING

Executive Office for United States Trustees

AND

The Administrative Office of the United States Courts

REGARDING

Debtor Audits

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Justice's Executive Office for United States Trustees (EOUST) and the Administrative Office of the United States Courts (AOUSC). This MOU is intended solely for the administrative convenience of the parties and creates no private right of action or benefit for any third parties.

I. INTRODUCTION

Under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (BAPCPA), Public Law No. 109-8 (2005), the United States Trustee Program (USTP) is authorized to contract with independent firms to perform Audits of individual chapter 7 and chapter 13 cases in all judicial districts except Alabama and North Carolina. Debtor Audits in Alabama and North Carolina are under the purview of the Bankruptcy Administrators who operate in those districts. As such, the AOUSC is authorized to contract with independent firms to perform Audits of individual chapter 7 and chapter 13 cases filed in Alabama and North Carolina.

In an effort to achieve uniformity in the business and Audit processes nationally, reduce duplicity of operations, and ensure compliance with Federal bankruptcy laws in all jurisdictions, the EOUST and AOUSC agree to work together by sharing information regarding the evaluation and selection of the independent Audit firms. This MOU sets forth the terms pursuant to which EOUST and AOUSC will share information and resources for the selection of Debtor Audit firms for all jurisdictions, including Alabama and North Carolina.

II. TERM OF AGREEMENT

This MOU will govern the terms and conditions of both parties. This MOU is effective following the signature of both parties and remains effective until December 31, 2031, the agreement may be extended beyond this time period if both parties agree (see section V.)

¹ Specifically, the EOUST's Office of Procurement.

III. PURPOSE

This MOU allows EOUST to collaborate with AOUSC during the process of establishing and refining requirements e.g., Statement(s) of Work, Evaluation Factors/Criteria, and Pre-Award documentation and activities, for Debtor Audit work in all jurisdictions.

IV. RESPONSIBILITIES OF THE PARTIES

A. EOUST – Servicing Agency

1. The Servicing Agency includes EOUST's program office for Debtor Audit work. This MOU allows EOUST's program office to collaborate with AOUSC's Audit program office so that AOUSC can solicit its own Debtor Audit bid contract consistently and simultaneously with EOUST.
2. Provide AOUSC with EOUST's Pre-Award documentation, such as Statement of Work, Evaluation Criteria, and Technical Evaluation Plan, that EOUST uses for nationwide Debtor Audit bids and provide a copy of the final solicitation to AOUSC contracting office and Audit program office.
3. Provide periodic updates to AOUSC, at the request of the AOUSC, for AOUSC awareness only, regarding EOUST Debtor Audit selection rates and any interruptions to operations, including suspensions of Audit selections as well as resumption of Audit selections following suspensions. Suspension and resumption of Audit selections by the EOUST are within the sole discretion of the EOUST and shall in no way affect Audit selections or resumptions for the AOUSC.
4. Nothing in this MOU obligates the EOUST to provide definitions of material misstatements, internal policies, or any reviews, evaluations, or assessments of an audit firm's work or conduct.

B. AOUSC – Requesting Agency

1. Collaborate with EOUST regarding Statement of Work and Request for Proposal, evaluation criteria, and source selection plan.
2. Provide periodic updates to EOUST, at the request of the EOUST, for EOUST awareness only, regarding Debtor Audit selection rates changes and other selection criteria and any interruptions to operations, including suspensions of Audit selections as well as resumption of Audit selections following suspensions. Suspension and resumption of Audit selections by the AOUSC are within the sole discretion of the AOUSC and shall in no way affect Audit selections or resumptions of the EOUST.
3. Agrees not to disseminate any quote information received to anyone, and to use it solely for AOUSC's internal use in evaluating quotes and selecting awardees.

V. MODIFICATION AND TERMINATION

This MOU may be modified only by written agreement of the parties. This MOU may be terminated by either party upon 90-day written notice to the other party describing the reasons for the termination.

VI. DISAGREEMENTS

Any disputes arising under this MOU will be resolved informally by discussions between the signatories to this agreement or other officials designated by each party.

VII. SEVERABILITY

Nothing in the agreement is intended to conflict with current law, regulation, or judiciary policy. If a term of the agreement is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this agreement will remain in full force and effect.

VIII. COST

This is a no cost agreement.

IX. CONTACTS

The contacts of each party to this MOU are:

Servicing Agency:	Executive Office for United States Trustees
POC:	Travis M. Speck
Title:	Assistant Director, Office of Administration
Address:	441 G Street NW, Washington D.C. 20530
Phone:	202-616-1187
Email:	Travis.Speck@usdoj.gov

Servicing Agency:	Executive Office for United States Trustees
POC:	Allen Tillman
Title:	Chief of Procurement, Office of Administration
Address:	441 G Street NW, Washington D.C. 20530
Phone:	202-227-8295
Email:	Allen.A.Tillman@usdoj.gov

Requesting Agency:	Administrative Office of the United States
Courts POC:	Tiffany Franc
Title:	Attorney Advisor, Court Services Office
Address:	One Columbus Circle NE, Washington D.C. 20544
Phone:	202-502-3583
Email:	tiffany_franc@ao.uscourts.gov

Requesting Agency:	Administrative Office of the United States
Courts POC:	Veleda Henderson
Title:	Audit Officer, Office of Audit
Address:	One Columbus Circle NE, Washington D.C. 20544
Phone:	202-502-3999
Email:	veleda_henderson@ao.uscourts.gov

Requesting Agency:	Administrative Office of the United States
Courts POC:	David Kelley
Title:	Contracting Officer
Address:	One Columbus Circle NE, Washington D.C. 20544
Phone:	202-502-1787
Email:	David_kelley@ao.uscourts.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change within 30 business days.

IX. APPROVING OFFICIALS

Servicing Agency:	Executive Office for United States Trustees
Name:	Henry Hensley
Title:	Deputy Director for Management
Address:	441 G Street NW, Washington D.C. 20530
Phone:	202-616-8932
Email:	Henry.Hensley@usdoj.gov

Signature:

HENRY HENSLEY Digitally signed by HENRY
HENSLEY
Date: 2026.08.05 16:41:36 -04'00'

Requesting Agency:	Administrative Office of the United States
Courts POC:	David Kelley
Title:	Contracting Officer
Address:	One Columbus Circle NE, Washington D.C. 20544
Phone:	202-502-1787
Email:	david_kelley@ao.uscourts.gov

Signature:

David C Kelley Digitally signed by David C Kelley
Date: 2026.09.02 08:25:52 -04'00'