

**MARYLAND STATE DEPARTMENT OF EDUCATION
DIVISION OF REHABILITATION SERVICES**

AND

National Center on Institutions and Alternatives (NCIA)

**Cooperative Agreement
For
Purchase of Employment Service**

February 2025 to February 2028

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- Appendix 1 – Statement of Assurance of Compliance with Civil Rights Laws
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Attachments – DORS forms included as appropriate:

- Attachment A – Employment Services Progress Report (RS 7d)
- Attachment B – Fading Schedule (Attachment 800-3)

A. PURPOSE

This Plan of Cooperation is entered into between the Maryland State Department of Education, Division of Rehabilitation Services (herein referred to as DORS) and National Center on Institutions and Alternatives (herein referred to as **NCIA**), which is DDA licensed and/or certified, for the purpose of establishing practical and effective working relationships between the two agencies in coordinating and providing effective service to individuals with disabilities. Both agencies affirm that no person will be discriminated against, excluded from participation in or be denied the benefits of any of the services enumerated hereafter because of race, color, creed, physical or mental disability, age, political affiliation, or national origin. Each agency further affirms that no otherwise qualified individuals with a disability shall, solely because of disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. (Appendix I, Statement of Assurance of Compliance with Civil Rights Laws).

This cooperative agreement is designed to:

- Define and promote the relationship of both agencies.
- Establish principles for the development of working relationships between the two agencies.
- Define the role, function, and responsibilities of each agency.
- Establish criteria by which the cooperative operations may be reviewed and evaluated in order to determine their effectiveness.
- Define areas of cooperation, including procedures related to referrals, service provision, reporting, communication, billing, and other program areas.

NCIA Preference for Set-Aside Contracts. A condition of a Community Rehabilitation Program's approval is to provide approved services to DORS consumers. As an approved DORS Community Rehabilitation Program, **NCIA** is eligible for a preference for set-aside contracts through Maryland Works. DORS does not enter into cooperative agreements with Community Rehabilitation Programs for the sole purpose of enabling their eligibility for such set-aside contracts. ***DORS enters into agreements with Community Rehabilitation Programs interested in providing certain approved services to DORS consumers. DORS will monitor NCIA provision of services to DORS consumers and may withdraw approval of NCIA if it is found to be providing few if any employment services to DORS consumers.***

B. LEGAL BASIS

The coordination of programs serving individuals with disabilities and the development of cooperative agreements between these programs has the following basis in Federal and State law:

- The Rehabilitation Act of 1973, as amended by The Workforce Innovation and Opportunity Act (WIOA) (P.L. 113–128) 34 Code of Federal Regulations §§ 361-365
- The Americans with Disabilities Act of 1990, as amended
- Maryland Education Article, §§ 21-301 – 21-304, Annotated Code of Maryland
- Code of Maryland Regulations, 13A, Subtitle 11.

The Division purchases services for applicants and eligible individuals only from NCIAAs that: Are licensed and/or certified according to state law, as appropriate and comply with federal and state laws regarding anti-discrimination, specifically, Title VII of the Civil Rights Act of 1964; Title V of the Rehabilitation Act of 1973, as amended; and Titles I, II and III of the Americans with Disabilities Act, as amended.

The Division approves private non-profit disability organizations to provide rehabilitation services to DORS consumers, as described in this section. Exceptions to approve a for-profit business include private practitioners of Career Assessment Services and for-profit organizations providing rehabilitation services to an unserved or underserved disability population or in an underserved geographic area, with the approval of the DORS Director.

C. THE ROLE AND FUNCTION OF EACH AGENCY

1. Division of Rehabilitation Services (DORS)

DORS is the official State agency responsible for administering the Public Rehabilitation Program in Maryland. As such, DORS is responsible for providing to individuals with disabilities determined to be eligible and to meet Order of Selection criteria, vocational rehabilitation services and employment opportunities consistent with their assessed needs, capabilities, priorities, abilities, and informed choice as well as Pre-Employment Transition Services for both eligible, and potentially eligible, Students with Disabilities.

The Division is responsible for assessing the vocational potential of Maryland citizens with disabilities and providing services to assist eligible individuals in entering or re-entering employment thereby improving their ability to function independently in the community. In responding to the vocational needs of eligible individuals with disabilities, DORS will provide and/or coordinate services including but not limited to:

- Pre-Employment Transition Services
- Assessment for determining eligibility and priority for services for vocational rehabilitation based on the following federal criteria: The individual (1) has a physical or mental impairment which for the individual constitutes or results in a substantial impediment to employment; and (2) requires vocational rehabilitation services to prepare for, enter, engage in, or retain gainful employment. Individuals eligible for Supplemental Security Income or Social Security Disability Insurance and those eligible for supported employment through of the Developmental Disabilities Administration and the Mental Hygiene Administration are presumed eligible for DORS services.
- Career assessment services
- Information and referral services
- Assistive technology services
- Vocational counseling and guidance
- Diagnosis and treatment of physical and mental impairments
- Vocational and other training services
- Supported employment services
- Self-employment services

- Placement and follow-up

DORS is required by federal law to establish an “**order of selection**” for services when the agency has insufficient funding to serve all eligible individuals. The order of selection stipulates that individuals with the most significant disabilities shall be served on a priority basis. Individuals may be placed on a waiting list for services. DORS will advise **NCIA** of the status of the order of selection periodically, including anticipated impact on referral of DORS consumers to **NCIA** for services.

The **financial need** of the individual with a disability is considered in determining if the individual would be required to contribute to the cost of certain rehabilitation services. In such instances, the income of the individual/family and size of the family are taken into account.

- a. DORS supports only **competitive integrated employment**. To satisfy the definition of “competitive integrated employment” in section 7(5) of the Rehabilitation Act and 34CFR §361.5(c)(9) of the implementing regulations, the employment outcome must satisfy the criteria of three major components of the definition, including competitive earnings, integrated location, and opportunities for advancement.

1. **Competitive Earnings**

- i. Wages comparable to the customary wages paid by the employer to employees without disabilities in similar position.
- ii. Benefits provided by the employer to the individual are comparable to the benefits received by an employee without disabilities in the same or similar position.

2. **Integrated Setting**

- i. Employment typically found in the community.
- ii. Employment in which the employee with a disability interacts for the purpose of performing the duties of the position with other employees with the particular work unit and the entire work site, and as appropriate to the work performed, other persons (e.g. customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

3. **Opportunities for Advancement** – The employment setting provides the individual with opportunities for advancement comparable with those available to employees without disabilities in similar positions.

2. NCIA

NCIA is a 501(c)3 organization
Tax ID: 52-1094078

NCIA Mission: NCIA empowers people with limited access to opportunities to build fulfilling lives and stronger communities through unconditional support.

NCIA Vision Statement: NCIA has empowered people to take control of their lives and provided opportunities for a better future by addressing social determinants of health and self-sufficiency, so people are thriving in their community.

NCIA Values: Empowering, support, independence, stability, and equity.

NCIA Treatment Philosophy: Compassion without limits

NCIA Core Programs: Behavioral support services, employment services, community development services, career exploration, respite care services, organized health care delivery system, nursing support services, personal supports, supported living, community residential services, community residential enhanced supports, DDA career exploration, day habilitation services, supported employment, and employment discovery and customization.

NCIA is accredited by Maryland Department of Health – Developmental Disabilities Administration

D. RESPONSIBILITIES OF EACH AGENCY

- Each agency is responsible for **clarifying the relationship** between the two agencies, and for defining the areas of responsibility for serving individuals with disabilities.
- The Assistant State Superintendent in Rehabilitation Services, through DORS staff members (the DORS Regional Director, Program Manager, and the Staff Specialist for Community Rehabilitation Programs); and the Executive Director (hereafter referred to as Director) of **NCIA** or designee, shall act as the **liaisons** for this Cooperative Agreement (Appendix 4 – Liaisons for the Cooperative Agreement). The staff members identified will:
 - Develop procedures, evaluate policies and procedures, and ensure continuity of working relationships; and
 - Define the working relationship of the two agencies as a part of the orientation training course for new staff members.
- **NCIA** agrees to maintain the appropriate, current certificate issued by the Department of Labor if persons served are engaged in work earning less than the minimum wage.
- **DORS** and **NCIA** will **exchange information and access to records of services** of persons jointly served including information about eligibility, service provision and

outcomes in order to provide an effective and efficient working relationship. Each agency shall **preserve the confidentiality** of the record and all exchanges of information and access to records of services of persons served shall be in accordance with the federal privacy act, and all applicable federal and Maryland law. Re-disclosure of confidential personal records provided by DORS to **NCIA** is prohibited except when permitted in accordance with federal or state law.

- **DORS** and **NCIA** will **arrange joint training and staff conferences** to exchange information concerning functions and responsibilities of staff, in order to effectively meet the needs of individuals served.
- **DORS** and **NCIA** shall **assure that training programs and other services are accessible to individuals who are sensory impaired**, including deaf and hard of hearing, blind, vision impaired and deaf-blind. The DORS Staff Specialist for the Deaf and Hard of Hearing and the Director and staff of the DORS Office for Blindness and Vision Services, will provide or arrange technical assistance as requested.
- **NCIA** is responsible for **providing reasonable accommodations** required by DORS consumers to access their programs (Appendix 1).
- Both **DORS** and **NCIA** are responsible for contacting the DORS consumer by mail, phone, and/or email three to four days before the projected start date, to confirm the person's appointment. A record of these contacts shall be retained in the person's record of services.
- **NCIA** shall not begin providing services requested by DORS until the appropriate authorization(s) are written and approved by DORS and received by **NCIA**
- **DORS** shall notify **NCIA** immediately, in writing (including email), of any changes in DORS original or subsequent plans for the DORS consumer if this in any way affects the person's program or funding for the program at **NCIA**
- **THE NCIA Director** or designee shall notify the DORS counselor by phone, email or in person whenever the DORS consumer is absent from his/her program three successive days.
- Prior to the completion of services purchased from **NCIA** or implementation of a change in program, **NCIA shall** notify the DORS counselor and the DORS consumer by phone, letter, or email or in person.
- The **DORS counselor** shall notify **NCIA** whenever a DORS consumer has been placed in competitive integrated employment.
- This **Cooperative Agreement shall be reviewed** as needed, and prior to expiration by the DORS Staff Specialist for Community Rehabilitation Programs, DORS Field Services and Office for Blindness & Vision Services staff, and a representative of **NCIA**. If changes are

needed during the period of the Agreement, it may be amended.

- **NCIA** shall **maintain adequate professional and general liability insurance** to protect persons served referred by DORS.
- This **Agreement shall not create any rights**, including without limitation third party beneficiary rights, in any person, including persons served by DORS, or entity not a party to this Agreement.

E. REFERRAL PROCEDURES

1. Referrals to the Division of Rehabilitation Services

An individual who applies to **NCIA** for services and who has a physical or mental impairment which may result in an impediment to employment should, with their agreement, be referred to DORS if **NCIA** has a basic understanding of the individual's skills, interests, and abilities and the individual has expressed a current interest in pursuing competitive integrated employment and understands what work is. Caution should be exercised in "screening out" applicants for referral to DORS without adequate information. Screening out cases without sufficient data, i.e., medical, vocational, and other relevant data, may result in individuals with disabilities not receiving needed services.

Referral Procedure. Written, in-person and online referral instructions are available on the DORS website: www.dors.maryland.gov.

2. Referrals to NCIA

- The DORS counselor will encourage DORS consumers, and family members/advocates, as appropriate, to **meet with NCIA staff** at the DORS office or **NCIA** in order to gain a better understanding of **NCIA** services being considered.
- The **DORS counselor** shall provide medical, psychological, social, educational, and other relevant (such as DORS Individualized Plan for Employment) and required information to **NCIA** including the specific required referral form for Career Assessment Services and other referral forms as applicable.
- **NCIA** has the option of **not accepting a referral** if it is deemed by **NCIA** that it has not obtained adequate and/or current information or, if, in the view of **NCIA**, the person cannot be served by **NCIA**
- A **DORS Authorization** identifying services to be provided, dates of service and cost will be sent to **NCIA prior to** a person entering a service program.
- By referring a person for vocational services and entering into a purchase of service agreement, **DORS expressly is not entering into an employer-employee relationship** with the client or **NCIA**.

F. ELIGIBILITY AND DORS PLAN DEVELOPMENT

The DORS Counselor shall determine eligibility in a timely manner consistent with DORS policy and the federal Vocational Rehabilitation Regulations (34 Code of Federal Regulations Part 361.42). DORS staff shall advise **NCIA** if the individual is affected by a waiting list for DORS services and the anticipated length of any delay. The DORS counselor will develop with the person served an appropriate Individualized Plan for Employment (IPE).

G. SERVICES & REPORTING REQUIREMENTS

NCIA is approved by DORS to provide the following services. **NCIA** is responsible for the monthly reporting of progress and, when appropriate, submitting recommendations on persons referred by DORS according to the standards and format indicated in this section. Reports require the signature of the appropriate **NCIA** staff member and shall be submitted within the specified timeline.

1. Career Assessment Services N/A

Career assessment services (CAS) shall be provided in accordance with the CAS Checklist (Attachment I) and shall include the following elements, regardless of which assessment option is chosen:

- Participation and input of the consumer throughout the process, particularly during each of the following activities – determining the purpose of the assessment, conducting an initial interview, developing the individual assessment plan, reviewing, and discussing results and making recommendations;
- Sensitivity to cultural, linguistic, ethnic, and other environmental considerations;
- Vocationally relevant behavioral observations and temperament factors;
- Consideration of assistive technology needs.

CAS Reporting. The CAS professional shall share results with the consumer at the conclusion of the service, and shall summarize, synthesize, and interpret results in written form understandable to the DORS consumer. A written report of the findings shall be forwarded to the DORS counselor within 14 working days of completion of the evaluation, along with the invoice requesting payment as described in the **Fees, Billing and Financial Procedures** section of this Agreement.

2. Employee Development Services (EDS) N/A

WAT/EDS services are designed to address specific behaviors and attitudes which are anticipated to impede successful employment, based on referral information from DORS. **NCIA** shall develop with the individual a plan for WAT/EDS Services which describes in writing the behaviors which prohibit the individual from achieving his/her job goal, as well as the plan of action to be taken. As a result of discussing the individual's plan for WAT/EDS services, all of the participants in the process should know specifically which behaviors or problems are being

addressed, the objectives or goals which are to be accomplished and the techniques, methods, and procedures which are to be used in accomplishing the necessary changes.

WAT/EDS Reporting. After the person's first month in a WAT/EDS Program, as well as for the duration of the person's training period, **NCIA** shall complete and submit the **DORS Training Progress Report** (Attachment B) or **NCIA** training progress report.

3. Job Development

Job development/placement is individualized and shall include weekly person-to-person job search assistance, assistance with identifying job leads, interview coaching and support, and maintaining a log of job search activities for the purposes of obtaining competitive integrated employment. By mutual consent of the consumer and **NCIA**, these services must be provided in-person (or by Skype, FaceTime, or other online communication tools, **in exceptional circumstances**).

Job development/placement may also include arranging job trials/job shadowing for individuals with a DORS Trial Work Experience Plan, assistance with completing applications, assistance with employer follow-up after interviews, use of personal employment networks in job search, and resume update. It would include time spent calling employers, visiting and educating employers and similar activities.

Job development/placement shall not be paid for using supported employment funding and shall not include the Discovery process, which is pre-vocational in nature and may be completed prior to job development.

Up to 60 hours for job search assistance, authorized in 20-hour increments, may be used for job development. Additional hours of job development may be requested and require written justification by **NCIA** and approval of the DORS regional/program director.

Authorizations for Job Development. DORS only pays for job development services which have been previously authorized by a DORS official.

Job Development Reporting. The Employment Service Progress Form is expected to be submitted to DORS on a monthly basis per consumer. This form is available on the DORS website (www.dors.maryland.gov).

4. Short-term Job Coaching

This service is for individuals not funded for long-term supports who require intensive, time-limited services to maximize likelihood of obtaining and maintaining competitive integrated employment. Such job-coaching may be provided at the job site or off-site

Job Coaching Hours. Once competitive integrated employment is obtained, job coaching hours are authorized by DORS based on the Short-term Job Coaching Fading Schedule. Additional hours beyond what has been originally authorized may be authorized based on a collaborative discussion between **NCIA** and DORS and may require written justification and approval of the DORS regional director.

Short-Term Job Coaching Plan. The person's Short-Term Job Coaching Employment Program Plan shall be developed consistent with the consumer's IPE in terms of the employment goal, work hours per week and other relevant factors. It must contain the description of the job development (if applicable) and integrated work setting services to be provided and the provision for periodic monitoring to ensure progress towards meeting the goal.

Short-Term Job Coaching Reporting. After the DORS consumer has completed the first month of Supported Employment job coaching and monthly thereafter, **NCIA** shall complete the **Employment Service Progress Form** (Attachment D). The Form is required each month whether **NCIA** is sending an invoice to DORS or not.

Authorizations for Job Development/Job Coaching. DORS only pays for job coaching services which have been previously authorized by a DORS official.

Job Coaching for Volunteer Work. DORS approves job coaching services for individuals in paid employment. In exceptional and justifiable circumstances and with the approval of the DORS supervisor, job coaching may be provided for a limited amount of time for a volunteer position.

Short-term Job Coaching Reporting. The Employment Service Progress Form is expected to be submitted to DORS on a monthly basis per consumer. This form is available on the DORS website (www.dors.maryland.gov)

5. Incentives.

When *job development* is included as a service, **NCIA** may be eligible for the following additional incentive payments:

- Ex-Offender
- Specialized Disability Population *Primary Disability: ABI, Autism, Blind, or Deaf
- 25% Above Minimum Wage
- S.T.E.M. Occupation
- Rapid Placement
- Supported employment Natural Supports
- Ticket to Work Substantial Gainful Activity

Appropriate incentives may be invoiced 90 days *after* the employment stable date. The job placement must be consistent with the DORS Individualized Plan for Employment (IPE) in terms of the employment goal and the anticipated number of hours of employment per week.

6. Supported Employment – DDA

Supported Employment – Job Coaching

This service is for individuals with most significant disabilities funded, or anticipated to be funded, for long term supports who require intensive services to maximize likelihood of maintaining employment and who require intensive services to maintain employment and who's long term supports will be provided by DDA.

SEP Plan. The person's **NCIA** Supported Employment Program (SEP) plan shall be developed consistent with the consumer's IPE in terms of the employment goal, work hours per week and other relevant factors. It must contain a description of the job development (if applicable) and integrated work setting services to be provided; provision for periodic monitoring to ensure progress towards meeting the goal and a description of the extended services.

Job Development Hours. Up to 60 hours of supported and non-supported employment job coaching purchased by DORS and authorized in 20 hour increments may be used for job development. Additional hours of job development may be requested and require written justification by **NCIA** and approval of the DORS regional/program director.

Intensive Supported Employment Job Coaching Hours

Once employment is obtained, job coaching may be authorized in increments determined by the appropriate [Job Coaching Fading Schedule \(Attachment 800-3\)](#) for the number of hours anticipated per work weeks. If **NCIA** requests additional hours after the initial number indicated by the fading schedule have been used, the provider must provide written justification and the approval of the DORS regional director is required, with a staffing scheduled as determined by the DORS regional director.

Service Intensity/Job Stabilization

"Job Stabilization" is the point at which DORS funding for intensive job coaching has ceased. The decision regarding when the individual's employment is stable shall be a mutual determination agreed upon by the counselor, consumer, and **NCIA**.

Supported employment job coaching may be provided at the job site or off-site if requested by the individual. It is designed as an intensive service. Over time, it is anticipated that the consumer will need fewer hours of support, as reflected in the [Job Coaching Fading Schedule \(Attachment 800-3\)](#), until he/she has reached job stabilization.

See Section G above for specific responsibilities of **NCIA**.

Confirmation of extended supports:

- **DDA:** The following forms of documentation are required to confirm the individual's eligibility for DDA supported employment extended services funding:
 - a) Copy of the DDA Award Letter; **and**
 - b) Copy DDA **NCIA** from The Maryland Long Term Services and Support System (LTSS *Maryland*); **or**

c) Completed Supported Employment Certification (RS-6e)

Supported Employment Reporting. After the person served has completed the first month of SEP job development and/or coaching and monthly thereafter, **NCIA** shall complete the ***Employment Services Progress Report*** (attached). The Report is required each month whether **NCIA** is sending an invoice to DORS or not. For job development services, **NCIA** must include written justification on the Job Coaching Progress Report for providing fewer than 6 hours of service in a month.

Authorizations for Job Development/Job Coaching. DORS only pays for job development/job coaching services which have been previously authorized by a DORS official in writing.

Job Coaching for Volunteer Work. DORS approves job coaching services for individuals in paid employment. In exceptional and justifiable circumstances and with the approval of the DORS supervisor, job coaching may be provided for a limited amount of time for a volunteer position.

7. Pre-Employment Transition Services (Pre-ETS) N/A

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA replaces the Workforce Investment Act of 1998 (WIA) and amends the Rehabilitation Act of 1973. WIOA requires vocational rehabilitation (VR) agencies to set aside at least 15% of their federal funds to provide “pre-employment transition services” (Pre-ETS) specifically to “Students with Disabilities.”

A “Student with a Disability” is defined as an individual who:

- is still enrolled in secondary school and has not exited, graduated, or withdrawn;
- is at least 14 years old but less than 22;
- and has a disability (i.e., receives services under an IEP or 504 plan, or has a disability for purposes of section 504).

The limited Pre-ETS that may be provided, based on identified need and the availability of services, include:

- Job exploration counseling
- Work-based learning experiences, which may include in-school or after school opportunities, experiences outside of the traditional school setting, and/or internships
- Counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs
- Workplace readiness training to develop social skills and independent living
- Instruction in self-advocacy

Authorizations for Pre-ETS. DORS only pays for Pre-ETS services that have been previously authorized by a DORS official in writing.

Pre-ETS Reporting: Completion of the Pre-Employment Transition Services Progress Report (Rs10f), Work Based Learning Experience Agreement (Rs10g), Work Based

Learning Experience on site workplace readiness Training Report (Rs10e), or approved alternative form is required at the conclusion of the training or at agreed upon intervals.

8. Extended Services for Youth with Most Significant Disabilities

Extended services funded by DORS will last no longer than 4 years or until the individual turns age 25, or until alternate sources of extended support funding, or natural supports, are available, whichever comes first. DORS-funded ongoing support services during the extended phase shall include:

- Sufficient monitoring at a minimum, four times a month at the work site of the individual to assess and verify continued employment stability,
- Coordination or provision of specific services at or away from the work site that are needed to maintain employment stability.
- **NCIA** shall complete the ***Employment Service Progress Form*** (Attachment D). The Form is required each month whether **NCIA** is sending an invoice to DORS or not to the DORS counselor on services provided and on efforts to identify a source for long-term funding or natural supports for the consumer to access with the goal for the consumer to be able to continue receiving required ongoing supports after age 25.

9. Supported Employment – Natural Supports

This service is for individuals with most significant disabilities that meet the requirements for supported employment services and does not have an immediate guarantee of extended services funding availability, but there is a reasonable expectation that natural supports or other alternate sources will be available upon job stabilization.

Job Coaching Hours. Once competitive integrated employment is obtained, job coaching hours are authorized by DORS based on the Intensive Job Coaching Fading Scale Before Transition to Natural Supports. Additional hours beyond what has been originally authorized may be authorized based on a collaborative discussion between **NCIA** and DORS and may require written justification and approval of the DORS regional director.

Service Intensity. Supported employment job coaching may be provided at the job site if requested by the individual. It is designed as an intensive service. Over time, it is anticipated that the consumer will need fewer hours of support, as reflected in the Fading Schedule with Intensive Monitoring, until he/she has reached job stabilization, i.e., the individual is performing satisfactorily all job duties and is reasonably expected to continue that level of performance. The transition to extended services will begin after all supported employment services are complete.

SEP Plan. The person's **NCIA** Supported Employment Program (SEP) plan shall be developed consistent with the consumer's IPE in terms of the employment goal, work hours per week and other relevant factors. It must contain the description of the job

development (if applicable), natural supports available, and integrated work setting services to be provided; provision for periodic monitoring to ensure progress towards meeting the goal and a description of the extended services.

Confirmation of extended supports.

The *Employment Service Progress Form* must document the development and confirmation of natural supports as extended services.

Supported Employment Reporting. After the DORS consumer has completed the first month of Supported Employment job coaching and monthly thereafter, **NCIA** shall complete the ***Employment Service Progress Form*** (Attachment D). The Form is required each month whether **NCIA** is sending an invoice to DORS or not.

Authorizations for Job Coaching. DORS only pays for job coaching services which have been previously authorized by a DORS official.

Job Coaching for Volunteer Work. DORS approves job coaching services for individuals in paid employment. In exceptional and justifiable circumstances and with the approval of the DORS supervisor, job coaching may be provided for a limited amount of time for a volunteer position.

10. Employment Verification and Reports

When the DORS consumer has been placed in competitive integrated employment by **NCIA** the report shall contain the following information to DORS:

- Job Title
- Employer name, address, and phone number
- Address of actual worksite if different from employer address
- Integration of worksite
- Start date of employment
- Work hours per week
- Rate of pay
- Benefits received or available through employer.

When no placement incentives apply, authorization may be requested to verify employment stability at 90 days through use of the ***NCIA Employment Verification & Placement Incentive Request***.

H. COMMUNICATION REGARDING DORS COMSUMERS

In order to facilitate a successful outcome for the consumer, it is critical that the DORS counselor and **NCIA** staff communicate frequently. While written reports are an important, formal means to communicate progress, additional communication should occur on an as-needed basis to supplement formal reporting. Staff of **NCIA** and staff of DORS are encouraged to communicate often by phone, teleconference, email or informally in person; such communication should be documented in the record. At times a more formal meeting, or “staffing” may be required, as follows:

For purposes of this agreement, a **staffing** is defined as a meeting initiated by DORS, **NCIA**, or the client. A staffing will include the client, the individual requesting the meeting, family, or other advocates as appropriate, the DORS counselor, **NCIA** representative, and/or other supervisory staff. Staffings will be convened at critical times within the provision of services for the following purposes:

- Upon the request of the DORS consumer or, as appropriate, the person's parent, family member, guardian, advocate, or authorized representative;
- When progress toward goals and objectives identified in the person's Individualized Plan for Employment is not being achieved in a timely, productive, and cost-effective manner as reflected in reports of **NCIA** services;
- At other times to address specific issues as requested by DORS or **NCIA**.

I. FEES, BILLING AND FINANCIAL PROCEDURES

- 1. Establishment & application of fees.** Fees are established for accredited services at rates negotiated by DORS and **NCIA** (see Appendix 3 – Program Services and Fee Schedule).
 - New/revised fees may be applied to persons served already enrolled in the program effective on the official date of the increase.
 - New/revised fees may not be applied retroactively.
- 2. Responsibility for payment.** DORS will not be responsible for the payment of any fees charged by **NCIA** for services provided prior to the time authorized by DORS staff.
- 3. Failure of consumer to keep initial appointment at NCIA.** If a DORS consumer fails to attend on the starting date, **NCIA Director** or designee will inform the DORS counselor immediately. The Director or designee shall also contact the DORS consumer to schedule a new appointment with **NCIA** at no cost to DORS.
- 4. Missed appointment or no show/withdrawal after the 1st week.** **NCIA** shall report absences early and all dates of absence must be reported on the monthly progress reports to the DORS counselor.
- 5. Term of enrollment and continuation of billing.** A DORS consumer is considered to be enrolled until completion of the prescribed program as stipulated by the authorization or until the DORS counselor notifies **NCIA** through the Director, that the DORS consumer is to be suspended or terminated from the program. Billing will continue until such notification is made except that five consecutive days of absence will constitute an automatic suspension by **NCIA** and billing will then cease unless the DORS consumer is reinstated. Reinstatement requires advance notification to **NCIA** Director by the person's DORS Counselor.
- 6. Compliance with laws prohibiting discrimination.** DORS will purchase services for persons served only from community programs which comply with federal and state laws

prohibiting discrimination in employment or in the provision of public services, including Title VII of the Civil Rights act of 1964; Title V of the Rehabilitation Act of 1973, as amended; and Titles I, II and III of the Americans with Disabilities Act. (See Appendix 1.)

7. Financial participation of persons served. NCIA may not require or accept any payment from the DORS consumer or the person's family, or a third party for those services unless, prior to providing the services, the amount of the person's responsibility has been:

- Preauthorized by DORS; and
- Agreed to by the DORS consumer in writing; and
- Approved by the DORS counselor in keeping with the Division's financial need policy.

When the DORS consumer participates in the cost, the amount shall be indicated on the DORS authorization and charged by **NCIA** directly to the DORS consumer. The total amount, including that charged to the person and the Division, cannot exceed the cost of the service as indicated in the DORS Fee Schedule.

8. Psychological evaluation required for NCIA admission. If a psychological evaluation is required for admission to **NCIA**, **NCIA** shall not require DORS to purchase a psychological evaluation if the counselor has available existing documentation of the individual's disability.

9. Payment for services not approved or accredited by DORS. DORS shall not pay for any program services (e.g., vocational services) which have not been approved or accredited by DORS or a DORS-approved national accrediting organization, and for which a DORS fee has not been established under this Cooperative Agreement.

10. Amount of invoice for services. **NCIA** shall not bill DORS for an amount in excess of the fees indicated in the current Cooperative Agreement. **NCIA** shall charge DORS a fee no greater than the fee charged other purchasers of their services and may bill for services only for the authorized time period.

11. Number of referrals from DORS. This agreement does not obligate DORS to refer any specific number of individuals to **NCIA**. Payments to **NCIA** will be based on bona fide actions only.

12. Provision of Services to DORS consumers. DORS shall at least annually determine if **NCIA** has provided the approved services to DORS consumers in assessing whether **NCIA** continues to be in an active status.

- 1. Contents of Invoices.** All invoices must be made out to the Division of Rehabilitation Services and include the vendor's name, remittance address, federal taxpayer identification number (if the vendor does not have a federal identification number, include the vendor's Social Security Number), the participant's name, a description of the details of the goods and/or services provided, the date that the goods and/or services were rendered, the date of the invoice, the authorization number, and an invoice number. Invoices are to be submitted through DORS invoice portal to the DORS office which originated the Authorization/Purchase Order, and reference only one (1)

Consumer per invoice.

13. Report submitted with invoice. **NCIA** invoices requesting payment for services must be submitted simultaneously with a report as described in the Reports section of this Agreement. Invoices **must** be submitted through DORS invoice portal to the DORS office which originated the Authorization/Purchase Order and reference only one (1) Consumer per invoice. Invoices submitted without required reports will be returned to **NCIA**, which will increase processing time for payment.

J. HOURS OF OPERATION

Numbers of days **NCIA** is open per week: 5

Normal hours of operation for **NCIA**: **8:30 am – 5:00pm**

K. SUPERVISION OF PERSONS SERVED

1. Supervision by NCIA

- The Director or designee is responsible for the overall supervision of the persons served and the coordination of the various departmental functions in relation to the person's program.
- The Director or designee is expected to monitor the program of the persons served and keep the DORS counselors informed as to progress and problems, if any.
- Supervision of the DORS consumer shall include:
 - Maintenance of attendance and progress reports.
 - Direct instruction/evaluation of course content.
 - Interpretation and enforcement of the policies, rules and regulations pertaining to the orderly operation of **NCIA** programs.
 - Reporting any irregularities in the program of the DORS consumer.
- Criminal Background Check:
 - **NCIA** is responsible for ensuring that its employees, agents, volunteers, and contractors, who provide services to DORS consumers under this cooperative agreement, are fingerprinted and have a background check consistent with Family Law Article, Annotated Code of Maryland, Section 5-551 through 5-557 and CARF Employment and Community Services Standards Manual.

2. Supervision by DORS

The DORS counselor shall make periodic visits to and contact with **NCIA** during the course of the program of the DORS consumer. The counselor shall:

- Review reports of progress.
- Maintain contact with the DORS consumer.

- Monitor the program of the DORS consumer.
- Review the progress of the DORS consumer with appropriate staff.

L. RIGHTS AND INFORMED CHOICE OF THE PERSONS SERVED

A fundamental responsibility of both agencies is to protect and promote the rights of all individuals served which include the individual's right to:

- Actively participate in the planning of the individual's services;
- Be informed of any significant delay in services
- Have all personal information protected and safeguarded; and
- Be informed of methods to express dissatisfaction with the nature, scope and quality of services planned and arranged.

M. NCIA OUTCOMES MEASUREMENT

- **NCIA** shall establish and maintain an outcomes measurement system to include services covered under this Cooperative Agreement. The system will include sources of input, and specific measures of effectiveness and efficiency. **NCIA** will generate at least annually a narrative report summarizing the data aggregated from all of the outcome measures and forward a copy to DORS. The report shall be used by **NCIA** to determine achievement of identified goals and to identify ways to improve performance.
- To promote accountability and transparency, DORS may publish outcome data provided by Community Rehabilitation Programs, including **NCIA** on the DORS website and other venues. DORS may also compile data through the DORS case management system reflecting outcomes of DORS consumers served by Community Rehabilitation Programs and publish it as well, including identifying the specific Community Rehabilitation Program.

N. DEVELOPMENT AND ENHANCEMENT OF SERVICES

NCIA is encouraged to develop, enhance, and expand services in conjunction with regional DORS staff and the DORS Community Rehabilitation Program Staff Specialist. Particular areas of emphasis for consideration include:

- Identification and provision of assistive technology.
- Services for individuals who are blind, vision impaired, deaf-blind, deaf, and hard of hearing.
- Services for transitioning students.
- Services for individuals on the autism spectrum.
- Services for individuals with disabilities from diverse cultures.

O. GOVERNING LAW

This agreement shall be construed in accordance with Maryland law and applicable federal law.

P. DISPUTES

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

1. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of terms, or other relief, arising under or relating to this cooperative agreement. An invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
2. A claim shall be made in writing and submitted to the Maryland State Department of Education, Assistant State Superintendent in Rehabilitation Services.
3. When a claim cannot be resolved by mutual agreement, **NCIA** shall submit a written request for final decision to the Assistant Superintendent. The written request shall set forth all the facts surrounding the controversy.
4. **NCIA** at the discretion of the Assistant Superintendent, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
5. The Assistant Superintendent shall render a written decision on all claims within 30 days of receipt of **NCIA's** written claim, unless the Assistant Superintendent determines that a longer period is necessary to resolve the claim. The decision shall be furnished to **NCIA** by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
6. **NCIA** may appeal the decision to the State Superintendent of Schools within 30 days of receipt of the Assistant Superintendent's decision. The State Superintendent's action is the final action of the State.
7. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

Q. INDEMNIFICATION

At its sole cost and expense, **NCIA** shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to **NCIA's** performance of this agreement and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit.

NCIA shall not enter into any settlement involving third party claims that contains any

admission of or stipulation to any guilt, fault, liability, or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

The State has no obligation: (i) to provide legal counsel or defense to **NCIA** in the event that a suit, claim or action of any character is brought against **NCIA** as a result of or relating to **NCIA's** obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, **NCIA** shall promptly notify DORS of any such claims, demands, actions or suits.

Nothing herein is to be deemed a waiver of any governmental immunity to which DORS may be entitled under Maryland law, or otherwise.

R. MULTI-YEAR CONTRACT FUNDING

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available. **NCIA** may not recover anticipatory profits or costs incurred after termination.

S. TERMINATION FOR DEFAULT

The provisions of COMAR 21.07.01.11B apply except as modified by this paragraph. In the event **NCIA** does not perform or performs its duties under this Cooperative Agreement in an unsatisfactory manner, DORS shall so notify **NCIA** in Writing. DORS may withhold payment to **NCIA** at DORS discretion. If **NCIA's** performance is not improved to DORS reasonable satisfaction within a thirty (30) day period from the date of notification, the aforementioned notice shall be considered just cause for termination of this Cooperative Agreement.

T. TERMINATION FOR CONVENIENCE

Either party may terminate this Cooperative Agreement by giving the other party 90 days prior written notice. Moreover, the performance of work under this contract may be terminated by DORS in accordance with this clause in whole, or from time to time in part, whenever DORS shall determine that such termination is in the best interest of the State. DORS will pay all reasonable costs associated with this cooperative agreement that **NCIA** has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, **NCIA** shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

U. NCIA hereby represents and warrants that:

- 1. Criminal Background Check:** It is the Responsibility of **NCIA** to make certain that its employees, agents, volunteers, and contractors, who have contact with students receiving services are fingerprinted and have a background check in compliance with

Family Law Article, Annotated Code of Maryland, and Section 5-551 through 5-557. **NCIA** may not hire, contract, or otherwise engage an individual to participate in this Cooperative Agreement who has been convicted of a crime involving child abuse or neglect; contributing to the delinquency of a minor; a crime of violence as set forth in Criminal Law Article §14-101, Annotated Code of Maryland; or has evidence of a criminal history which in the opinion of the **NCIA** makes the individual unfit to participate in this Cooperative Agreement.

2. **Employment of Child Sex Offenders:** **NCIA** shall at all times be compliant with the Criminal Procedure Article, Annotated Code of Maryland, Section 11-722, and may not knowingly employ an individual who is a registered child sex offender to provide services on school property or property where formal or informal childcare is provided. If a registered child sex offender is employed by **NCIA**, **NCIA** is prohibited from assigning that employee to perform any services as part of the program, or on the premises of **NCIA**.
3. **NCIA** is responsible for providing legal counsel to represent **NCIA**, board members, officers, employees, volunteers, successors, or assigns in any matter related to the provision of services to any person referred to **NCIA** by DORS under the cooperative agreement. Neither the State of Maryland, Maryland State Department of Education, Division of Rehabilitation Services will provide legal representation to **NCIA** or any officer, board member, employee, volunteer, successor, or assigns for any purpose related to this cooperative agreement;
4. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, it may be necessary to remain so qualified;
5. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
6. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
7. It shall obtain, at its expense, all licenses, certificates, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

**COOPERATIVE AGREEMENT
BETWEEN**

**MARYLAND STATE DEPARTMENT OF EDUCATION
DIVISION OF REHABILITATION SERVICES**

AND

NCIA

This Cooperative Agreement has been reviewed by the undersigned and satisfactorily defines the working relationships between the two agencies for the purpose of providing timely and effective service to individuals with disabilities.

Effective Date of Agreement: 02/2025 – 02/2028

Maryland Division of Rehabilitation Services (DORS)	NCIA
Dr. Erik D. Bonner, Assistant State Superintendent Division of Rehabilitation Services	Carole Argo NCIA, President/Chief Executive Officer
Geoffrey Sanderson, Deputy State Superintendent	Emmett Highbaugh, Jr. NCIA, Chief Program Officer
Tamla McDowell-Omodho, Staff Specialist Community Rehabilitation Programs	
Elliott Schoen, Assistant Attorney General Reviewed for form and legal sufficiency	

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Maryland Division of Rehabilitation Services (DORS)	NCIA
	 <small>carole.argo (Feb 19, 2025 15:29 EST)</small>
Dr. Erik D. Bonner, Assistant State Superintendent Division of Rehabilitation Services	Carole Argo NCIA, President/Chief Executive Officer
	
Geoffrey Sanderson, Deputy State Superintendent	Emmett Highbaugh, Jr. NCIA, Chief Program Officer
	
Tamla McDowell-Omodho, Staff Specialist Community Rehabilitation Programs	
	
Elliott Schoen, Assistant Attorney General Reviewed for form and legal sufficiency	

**MARYLAND STATE DEPARTMENT OF EDUCATION
DIVISION OF REHABILITATION SERVICES**

Liaisons for the Cooperative Agreement

DIVISION OF REHABILITATION SERVICES

CENTRAL OFFICE:

Tamla McDowell-Omodho
Staff Specialist for Community Rehabilitation Programs
Division of Rehabilitation Services
2301 Argonne Drive
Baltimore, Maryland 21218
Email: tamla.mcdowell-omodho@maryland.gov
410-554-9584

REGIONAL OFFICE:

Akida Goppy, Regional Director - 3
Regional Director
1010 Park Avenue, Suite 110
Baltimore, MD 21201-5637
Phone: 410-333-6119
Fax: 410-244-5620
Email: region3.dors@maryland.gov

Matthew Jackson, Regional Director - Region 5
10461 Mill Run Circle
Owings Mills, MD 21117
Phone: 410-998-2040
Email: matthew.jackson@maryland.gov

LOCAL OFFICES:

Diana McNeil, Office Supervisor – Gaslight Square
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Baltimore, MD 21218
BaltimoreSUnit36.dors@maryland.gov
Phone: 410-347-4136 Fax: 410-783-8960
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LOCAL OFFICE:

Marcus Reed, Office Supervisor – Owings Mills
10461 Mill Run Circle, Suite LL1
Owings Mills, MD 21117
owingsmills.dors@maryland.gov
Phone: 410-998-2030 Fax: 410-998-2075
Email: marcus.reed@maryland.gov

Karen Johnson
Executive Director of Community Services
Email: karen.johnson@ncianet.org
Phone: 443-780-1379.

**MARYLAND STATE DEPARTMENT OF EDUCATION
DIVISION OF REHABILITATION SERVICES**

Statement of Assurance of Compliance with Civil Rights Laws

The Maryland State Department of Education, Division of Rehabilitation Services is a recipient of Federal financial assistance and must, therefore, assure the United States Department of Education that no person shall, on the basis of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Division must also assure that its sub grantees, contractors and sub-contractors, and other participants, including Community Rehabilitation Programs, are in compliance with the civil rights laws prohibiting discrimination in any program or activity receiving Federal financial assistance before authorization for the purchase of goods and services will be issued. Accordingly, the Community Rehabilitation Program must assure that:

- It will comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-4, § 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Age Discrimination Act, 42 U.S.C. §§ 6101 et seq., and the American with Disabilities Act, 42 U.S.C. §§ 12101 et seq., their implementing Federal Regulations, and all guidelines and interpretations issued pursuant thereto;
- Its facilities, services and programs are accessible to persons with disabilities;
- No otherwise qualified individual with a disability shall, solely by reason of the individual's disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the Community Rehabilitation Program;
- No person shall, on the basis of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the Community Rehabilitation Program.

The Maryland State Department of Education reserves the right to inspect the Community Rehabilitation Program's programs and services at any time to determine if the facility is in compliance with the civil rights laws cited herein.

Statement of Assurance of Compliance with PII Security Breach Requirements

"The Personal Information Protection Act (PIPA), Md. Code Ann. Comm. Law 14-3504, was enacted to make sure that Maryland consumers' personal identifying information (PII) is reasonably protected, and if it is compromised, they are notified so that they can take steps to protect themselves. PIPA contains provisions for notification of consumers in the event of a data security breach and for reasonable security measures to protect consumers' personal identifying information."

PIPA defines "personal identifying information (PII)" as:

An individual's first and last name in combination with:

- A Social Security number, an Individual Taxpayer Identification number, a passport number, or other identification number issued by the federal government;
- A driver's license number or state identification card number;
- An account number, a credit card number, or a debit card number, in combination with any required security code, access code, or password, that permits access to an individual's financial account;
- Health information, including information about an individual's mental health;
- A health insurance policy or certificate number or health insurance subscriber identification number, in combination with a unique identifier used by an insurer or an employer that is self-insured, that permits access to an individual's health information; or
- Biometric data of an individual generated by automatic measurements of an individual's biological characteristics such as a fingerprint, voice print, genetic print, retina or iris image, or other unique biological characteristic, that can be used to uniquely authenticate the individual's identity when the individual accesses a system or account; OR
- Username or email address in combination with a password or security question and answer that permits access to an individual's email account.

A "security breach" is defined as the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information. If a business experiences a security breach where personal information that, combined, may pose a threat to a consumer if misused, that business must notify any affected consumers residing in Maryland. Once a security breach is detected, a business must conduct in good faith a reasonable and prompt investigation to determine whether the information that has been compromised has been or is likely to be misused, i.e., for identity theft. If the investigation shows that there is a reasonable chance that the data will be misused, that business must notify the affected consumers.

NCIA affirms that they have a policy in place that supports the following requirements and agrees to abide by the requirements outlined below:

A. **NCIA** shall notify the Division of Rehabilitation Services when any Community Rehabilitation Program system that may access, process, or store PII data experiences a Security Incident or a Data Breach as follows:

- 1) notify the Division of Rehabilitation Services within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Division's Cooperative Agreement liaison, the Assistant State Superintendent in Rehabilitation Services for the Division of Rehabilitation Services, and the Staff Specialist for Community Rehabilitation Programs assigned to the **NCIA**;
- 2) notify the Division of Rehabilitation Services within two (2) hours if there is a threat to Community Rehabilitation Program's solution as it pertains to the use, disclosure, and security of PII; and
- 3) provide written notice to the Division of Rehabilitation Services within one (1) Business Day after Community Rehabilitation Program's discovery of unauthorized use or disclosure PII and thereafter all information the State (or Division of Rehabilitation Services) requests concerning such unauthorized use or disclosure.

B. **NCIA**'s notice shall include:

- 1) the nature of the unauthorized use or disclosure;
- 2) the PII used or disclosed;
- 3) who made the unauthorized use or received the unauthorized disclosure;
- 4) what the Community Rehabilitation Program has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- 5) what corrective action the Community Rehabilitation Program has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6) any other information, including a written report, as reasonably requested by the State.

C. **NCIA** may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of **NCIA**'s communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Cooperative Agreement.

D. **NCIA** shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Division of Rehabilitation Services) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

Commercial Law Art. 14-3504 is attached as a reference. It describes the activities the business must undertake if there is a security breach.

MD Code, Commercial Law, § 14-3504

§ 14-3504. Investigation, notification of breach of security

Effective: October 1, 2019

Currentness

(a) In this section:

(1) “Breach of the security of a system” means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the personal information maintained by a business; and

(2) “Breach of the security of a system” does not include the good faith acquisition of personal information by an employee or agent of a business for the purposes of the business, provided that the personal information is not used or subject to further unauthorized disclosure.

(b)(1) A business that owns, licenses, or maintains computerized data that includes personal information of an individual residing in the State, when it discovers or is notified that it incurred a breach of the security of a system, shall conduct in good faith a reasonable and prompt investigation to determine the likelihood that personal information of the individual has been or will be misused as a result of the breach.

(2) Subject to subsection (c)(4) of this section, if, after the investigation is concluded, the business determines that the breach of the security of the system creates a likelihood that personal information has been or will be misused, the owner or licensee of the computerized data shall notify the individual of the breach.

(3) Except as provided in subsection (d) of this section, the notification required under paragraph (2) of this subsection shall be given as soon as reasonably practicable, but not later than 45 days after the business concludes the investigation required under paragraph (1) of this subsection.

(4) If after the investigation required under paragraph (1) of this subsection is concluded, the business determines that notification under paragraph (2) of this subsection is not required, the business shall maintain records that reflect its determination for 3 years after the determination is made.

(c)(1) A business that maintains computerized data that includes personal information of an individual residing in the State that the business does not own or license, when it discovers or is notified of a breach of the security of a system, shall notify, as soon as practicable, the owner or licensee of the personal information of the breach of the security of a system.

(2) Except as provided in subsection (d) of this section, the notification required under paragraph (1) of

this subsection shall be given as soon as reasonably practicable, but not later than 45 days after the business discovers or is notified of the breach of the security of a system.

(3) A business that is required to notify an owner or licensee of personal information of a breach of the security of a system under paragraph (1) of this subsection shall share with the owner or licensee information relative to the breach.

(4)(i) If the business that incurred the breach of the security of a system is not the owner or licensee of the computerized data, the business may not charge the owner or licensee of the computerized data a fee for providing information that the owner or licensee needs to make a notification under subsection (b)(2) of this section.

(ii) The owner or licensee of the computerized data may not use information relative to the breach of the security of a system for purposes other than:

1. Providing notification of the breach;
2. Protecting or securing personal information; or
3. Providing notification to national information security organizations created for information-sharing and analysis of security threats, to alert and avert new or expanded breaches.

(d)(1) The notification required under subsections (b) and (c) of this section may be delayed:

(i) If a law enforcement agency determines that the notification will impede a criminal investigation or jeopardize homeland or national security; or

(ii) To determine the scope of the breach of the security of a system, identify the individuals affected, or restore the integrity of the system.

(2) If notification is delayed under paragraph (1)(i) of this subsection, notification shall be given as soon as reasonably practicable, but not later than 30 days after the law enforcement agency determines that it will not impede a criminal investigation and will not jeopardize homeland or national security.

(e) The notification required under subsection (b) of this section may be given:

(1) By written notice sent to the most recent address of the individual in the records of the business;

(2) By electronic mail to the most recent electronic mail address of the individual in the records of the

business, if:

(i) The individual has expressly consented to receive electronic notice; or

(ii) The business conducts its business primarily through Internet account transactions or the Internet;

(3) By telephonic notice, to the most recent telephone number of the individual in the records of the business; or

(4) By substitute notice as provided in subsection (f) of this section, if:

(i) The business demonstrates that the cost of providing notice would exceed \$100,000 or that the affected class of individuals to be notified exceeds 175,000; or

(ii) The business does not have sufficient contact information to give notice in accordance with item (1), (2), or (3) of this subsection.

(f) Substitute notice under subsection (e)(4) of this section shall consist of:

(1) Electronically mailing the notice to an individual entitled to notification under subsection (b) of this section, if the business has an electronic mail address for the individual to be notified;

(2) Conspicuous posting of the notice on the website of the business, if the business maintains a website; and

(3) Notification to statewide media.

(a) Except as provided in subsection (i) of this section, the notification required under subsection (b) of this section shall include:

(1) To the extent possible, a description of the categories of information that were, or are reasonably believed to have been, acquired by an unauthorized person, including which of the elements of personal information were, or are reasonably believed to have been, acquired;

(2) Contact information for the business making the notification, including the business' address, telephone number, and toll-free telephone number if one is maintained;

(3) The toll-free telephone numbers and addresses for the major consumer reporting agencies; and

(4)(i) The toll-free telephone numbers, addresses, and website addresses for:

1. The Federal Trade Commission; and
2. The Office of the Attorney General; and

(ii) A statement that an individual can obtain information from these sources about steps the individual can take to avoid identity theft.

(h) Prior to giving the notification required under subsection (b) of this section and subject to subsection (d) of this section, a business shall provide notice of a breach of the security of a system to the Office of the Attorney General.

(i)(1) In the case of a breach of the security of a system involving personal information that permits access to an individual's e-mail account under § 14-3501(e)(1)(ii) of this subtitle and no other personal information under § 14-3501(e)(1)(i) of this subtitle, the business may comply with the notification requirement under subsection (b) of this section by providing the notification in electronic or other form that directs the individual whose personal information has been breached promptly to:

(i) Change the individual's password and security question or answer, as applicable; or

(ii) Take other steps appropriate to protect the e-mail account with the business and all other online accounts for which the individual uses the same username or e-mail and password or security question or answer.

(2) Subject to paragraph (3) of this subsection, the notification provided under paragraph (1) of this subsection may be given to the individual by any method described in this section.

(3)(i) Except as provided in subparagraph (ii) of this paragraph, the notification provided under paragraph (1) of this subsection may not be given to the individual by sending notification by e-mail to the e-mail account affected by the breach.

(ii) The notification provided under paragraph (1) of this subsection may be given by a clear and conspicuous notice delivered to the individual online while the individual is connected to the affected e-mail account from an Internet Protocol address or online location from which the business knows the individual customarily accesses the account.

(j) A waiver of any provision of this section is contrary to public policy and is void and unenforceable.

(k) Compliance with this section does not relieve a business from a duty to comply with any other

requirements of federal law relating to the protection and privacy of personal information.

Credits

Added by Acts 2007, c. 531, § 1, eff. Jan. 1, 2008; Acts 2007, c. 532, § 1, eff. Jan. 1, 2008. Amended by Acts 2013, c. 43, § 5; Acts 2017, c. 518, § 1, eff. Jan. 1, 2018; Acts 2019, c. 294, § 1, eff. Oct. 1, 2019; Acts 2019, c. 295, § 1, eff. Oct. 1, 2019.

MD Code, Commercial Law, § 14-3504, MD COML § 14-3504

Current with all legislation from the 2021 Regular Session and 2021 First Special Session of the General Assembly. Some statute sections may be more current, see credits for details.

Fee Schedule

**National Center on Institutions & Alternatives, Inc
(NCIA)
7130 Rutherford Road
Windsor Mill, MD 21244**

Phone: 443-780-1300

Website: <https://www.ncianet.org/>

**DDA Licensed
Updated: 2/2025**

Service Location/Satellite: Region 1 (Frederick & Westminster), Region 3 (Baltimore City) and Region 5 (Columbia, Owings Mills & Towson)

SHORT-TERM JOB COACHING Incentives Available


Service	Approximate Length of Program	Fee
Job Development	Up to 60 hours	\$70 per hour, authorized in 20-hour increments
Job Coaching for Individuals Not Requiring Ongoing Supports	6 weeks	See DORS Job Coaching Fading Schedule (RSM 2, Attachment 800-3) PDF

SUPPORTED EMPLOYMENT PROGRAM Intensive Job Coaching Prior to Transition to Long-Term (DDA) Funding Incentives Available

Service	Approximate Length of Program	Fee
Job Development	Up to 60 hours	\$70 per hour, authorized in 20-hour increments

Job Coaching for Individuals with Supported Employment Plans who will Transition to Long-Term Funding Source	6 weeks	See DORS Job Coaching Fading Schedule (RSM 2, Attachment 800-3) 
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Intensive Job Coaching Prior to Transition to Natural Supports
Incentives Available

Service	Approximate Length of Program	Fee
Job Development	Up to 60 hours	\$70 per hour, authorized in 20-hour increments
Job Coaching for Individuals Expected to Transition to Natural Supports	8 weeks	See DORS Job Coaching Fading Schedule (RSM 2, Attachment 800-3) 

YOUTH EXTENDED SERVICES

Service	Approximate Length of Program	Fee
Youth Extended Services funded by DORS after employment stability has been achieved	Up to 4 years or until the month when the individual turns age 25.	\$550 per month flat rate. Issue authorizations for 3 months at a time Administrative Approval required for one year at a time.