

**MARYLAND STATE DEPARTMENT of EDUCATION
DIVISION OF REHABILITATION SERVICES
AND
TRUE HEART CHILDREN AND FAMILY, LLC.
Provisional Cooperative Agreement
for
Supported Employment Job Coaching
DDA and BHA
Purchase of Service

April 2024 – April 2025**

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A. PURPOSE

This Provisional Plan of Cooperation is entered into between the Maryland State Department of Education, Division of Rehabilitation Services (herein referred to as DORS) and **TRUE HEART CHILDREN AND FAMILY, LLC.**, which is ACHC accredited, for the purpose of establishing practical and effective working relationships between the two entities to coordinate and provide effective service to eligible individuals with disabilities.

The intent of this provisional agreement is to assure that within the defined year of service, the TRUE HEART CHILDREN AND FAMILY, LLC. has provided services as set forth in this agreement, at a sufficient level of services to continue the Plan of Cooperation.

Before the end of the provisional year, DORS will decide whether to initiate an extension the Plan of Cooperation with the TRUE HEART CHILDREN AND FAMILY, LLC. depending on whether the TRUE HEART CHILDREN AND FAMILY, LLC. provided a sufficient level of services. DORS, within its discretion, will determine if the TRUE HEART CHILDREN AND FAMILY, LLC. provided a sufficient level of services. This provisional agreement will automatically expire at the end of the provisional year of service unless DORS takes further action to extend the Plan of Cooperation with the TRUE HEART CHILDREN AND FAMILY, LLC.

Both agencies affirm that to participate in a Plan of Cooperation the TRUE HEART CHILDREN AND FAMILY, LLC. will comply with State of Maryland anti-discrimination laws and 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, sex, marital status, sexual orientation, gender identity, creed, physical or mental disability, age, political affiliation, or national origin. Each agency further affirms that no otherwise qualified and eligible 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.

TRUE HEART CHILDREN AND FAMILY, LLC. has a Supported Employment Program which has been approved by the Maryland Department of Health, Behavioral Health Administration (BHA); operates in accordance with joint DORS/BHA Supported Employment standards; and is subject to monitoring and program evaluation by DORS and BHA.

Provider Preference for Set-Aside Contracts. A condition of a Community Rehabilitation Program's approval is to provide approved services to DORS consumers. An approved DORS Community Rehabilitation Program provider 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 TRUE HEART CHILDREN AND FAMILY, LLC. provision of services to DORS consumers and may withdraw approval of TRUE HEART CHILDREN AND FAMILY, LLC. 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 Opportunity Act, 29 U.S.C. 701 et. seq.
- 34 Code of Federal Regulations §§ 361, 363, 397
- The Americans with Disabilities Act, 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 TRUE HEART CHILDREN AND FAMILY, LLC.s 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** of the status of the order of selection periodically, including anticipated impact on referral of DORS consumers to **TRUE HEART CHILDREN AND FAMILY, LLC.** 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.

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.

Competitive Earnings

- Wages comparable to the customary wages paid by the employer to employees without disabilities in similar position.
- 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.

Integrated Setting

- Employment typically found in the community.

- 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.

Opportunities for Advancement

- The employment setting provides the individual with opportunities for advancement comparable with those available to employees without disabilities in similar position.

2. TRUE HEART CHILDREN AND FAMILY, LLC.

TRUE HEART CHILDREN AND FAMILY, LLC. is an Individual Sole Proprietor LLC.

Tax ID: 92-3556501

True Heart is a human services organization established to provide in-home and community based services for children, youth, and adults in need of support. Established on principles of hope and encouragement, True Heart believes in the idea of transformation, healing, and recovery.

TRUE HEART CHILDREN AND FAMILY, LLC. Mission: To serve as a change agent with a network of partners to facilitate and promote positive and enduring changes for children, youth, and families in need of support!

TRUE HEART CHILDREN AND FAMILY, LLC. Vision Statement: True Heart's commitment to community service reflects our stance that every human being was created with great purpose. True Heart was established on the principles of hope and encouragement which inspires our belief that life's obstacles can be overcome leading to a full life.

TRUE HEART CHILDREN AND FAMILY, LLC. Core Programs: True Heart is certified by DDA to serve adults through the Community Supports Waiver in Maryland's Central Region. They are approved to provide Employment services of Discovery, Job Development, Follow Along Supports, Ongoing Job supports, Co-Worker employment service and self-employment Development Supports. True Heart is licensed by BHA to provide Psychiatric Rehabilitation Program for Adults (PRP-A), Psychiatric Rehabilitation Program for Minors (PRP-M), and Supported Employment (SEP).

TRUE HEART CHILDREN AND FAMILY, LLC. is accredited by Accreditation Commission for Health Care (ACHC).

D. RESPONSIBILITIES OF EACH AGENCY

1. Each agency is responsible for interpreting its program to the community, for clarifying the relationship that exists between the two agencies, and for defining the areas of responsibility for serving individuals with disabilities.
2. 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** or designee, shall act as the **liaisons** for this Cooperative Agreement (Appendix 3 – Liaisons for the Cooperative Agreement). The staff members identified will:
 - a. Develop procedures, evaluate policies and procedures, and ensure continuity of working relationships; and
 - b. Define the working relationship of the two agencies as a part of the orientation training course for new staff members.
3. **DORS and TRUE HEART CHILDREN AND FAMILY, LLC. 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** is prohibited except when permitted in accordance with federal or state law.
4. **DORS and TRUE HEART CHILDREN AND FAMILY, LLC. 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.
5. **DORS and TRUE HEART CHILDREN AND FAMILY, LLC. 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.
6. **TRUE HEART CHILDREN AND FAMILY, LLC.** is responsible for **providing reasonable accommodations** required by DORS consumers to access their programs (Appendix 1).
7. Both **DORS and TRUE HEART CHILDREN AND FAMILY, LLC.** 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.

8. **TRUE HEART CHILDREN AND FAMILY, LLC.** shall not begin providing services requested by DORS until the appropriate authorization(s) are written and approved by DORS and received by **TRUE HEART CHILDREN AND FAMILY, LLC.**
9. **DORS** shall notify **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC.**
10. The **TRUE HEART CHILDREN AND FAMILY, LLC. 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.
11. Prior to the completion of services purchased from **TRUE HEART CHILDREN AND FAMILY, LLC.** or implementation of a change in program, **TRUE HEART CHILDREN AND FAMILY, LLC.** shall notify the DORS counselor and the DORS consumer by phone, letter, or email or in person.
12. The **DORS counselor** shall notify **TRUE HEART CHILDREN AND FAMILY, LLC.** whenever a DORS consumer has been placed in competitive integrated employment.
13. 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** If changes are needed during the period of the Agreement, it may be amended.
14. **TRUE HEART CHILDREN AND FAMILY, LLC.** shall **maintain adequate professional and general liability insurance** to protect persons served referred by DORS.
15. 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

Referrals to the Division of Rehabilitation Services

An individual who applies to **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** 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.

Referrals to TRUE HEART CHILDREN AND FAMILY, LLC

- The DORS counselor will encourage DORS consumers, and family members/advocates, as appropriate, to **meet with TRUE HEART CHILDREN AND FAMILY, LLC. staff** at the DORS office or **TRUE HEART CHILDREN AND FAMILY, LLC** in order to gain a better understanding of **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** including the specific required referral form for Career Assessment Services and other referral forms as applicable.
- **TRUE HEART CHILDREN AND FAMILY, LLC.** has the option of **not accepting a referral** if it is deemed by **TRUE HEART CHILDREN AND FAMILY, LLC.** that it has not obtained adequate and/or current information or, if in the view of **TRUE HEART CHILDREN AND FAMILY, LLC,** the person cannot be served by **TRUE HEART CHILDREN AND FAMILY, LLC.**
- A **DORS Authorization** identifying services to be provided, dates of service and cost will be sent to **TRUE HEART CHILDREN AND FAMILY, LLC. 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 **TRUE HEART CHILDREN AND FAMILY, LLC.**

Referrals for Supported Employment. DORS counselors have guest access to the electronic OPTUM/Incedo case management system for BHA referrals and follow established procedures to receive referral and eligibility information from **TRUE HEART CHILDREN AND FAMILY, LLC.**

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 TRUE HEART CHILDREN AND FAMILY, LLC. 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. TRUE HEART CHILDREN AND FAMILY, LLC. SERVICE PROVISION and Reporting Requirements

TRUE HEART CHILDREN AND FAMILY, LLC. is approved by DORS to provide the following

services. **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** staff member and shall be submitted within the specified timeline.

1. Supported Employment – BHA and DDA 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 whose long-term supports will be provided by BHA. The hourly payment system applies to psychiatric rehabilitation programs that maintain approval through BHA to provide traditional Supported Employment services.

SEP Plan. The person's TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. 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 the TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC.

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.

- * For individuals who have BHA funding for supported employment, job stabilization occurs on or about the 45th day of employment and the individual transitions to extended services funded by BHA.

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:
 - Copy of the DDA Award Letter; **and**
 - Copy DDA **TRUE HEART CHILDREN AND FAMILY, LLC.** Consumer Information System II (PCIS II) eligibility screen; **or**
 - Completed Supported Employment Certification (RS-6e)
- **BHA:** For individuals funded for BHA supported employment, confirmation occurs through documentation available to DORS counselors through the Optum Health Options system, the case management system of the Maryland public mental health system. No additional documentation is required.

Supported Employment Reporting. After the person served has completed the first month of SEP job development and/or coaching and monthly thereafter, TRUE HEART CHILDREN AND FAMILY, LLC. shall complete the **Employment Services Progress Report** (attached). The Report is required each month whether TRUE HEART CHILDREN AND FAMILY, LLC. is sending an invoice to DORS or not. For job development services, TRUE HEART CHILDREN AND FAMILY, LLC. 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.

2. 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 the TRUE HEART CHILDREN AND FAMILY, LLC. 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 a 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, **TRUE HEART CHILDREN AND FAMILY, LLC.** shall complete the ***Employment Service Progress Form*** (Attachment D). The Form is required each month whether **TRUE HEART CHILDREN AND FAMILY, LLC.** 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.

3. Supported Employment – EBPSE Site Milestone Payment System N/A

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 whose long-term supports will be provided by BHA. The Milestone Payment system applies to psychiatric rehabilitation programs that maintain fidelity to the Evidence Based Practice in Supported Employment model.

Milestone Payments and Timing:

Prior to initiation of services, DORS forwards an authorization to the provider for \$1,600 for job development activities.

- The provider may send DORS an invoice for \$1,600 as job development is initiated inclusive of a job placement plan and an updated resume.
- The job placement plan will include the individual's employment goal as stated on their Individualized Plan for Employment (IPE), the agreed-upon number of meetings per week, the responsibilities/activities to be completed by the individual and the provider staff and the signature of the individual.
- The **job placement plan** will include the individual's employment goal as stated on their IPE, the agreed upon number of meetings per week, the responsibilities/activities to be completed by the individual and the provider staff and the signature of the individual.

Once a job is secured for the individual and the provider confirms the job with the DORS counselor, DORS forwards an authorization for \$3,100 to the provider for job coaching. The provider may send DORS an invoice for \$1,200 as job coaching is initiated inclusive of the EBPSE Employment Verification with Request for Employment Stability

Service Fees (RS-7h) detailing the individual's placement information. The provider may send DORS an invoice for \$800 once stabilization of the job has been achieved for 45 days inclusive of the EBPSE Employment Verification with Request for Employment Stability Service Fees (RS-7h). When the job has been maintained for 90 days post stabilization, the provider may send DORS an invoice for \$1,100 inclusive of the EBPSE Employment Verification with Request for Employment Stability Service Fees (RS-7h) with the consumer's signature. This document provides proof that the services were provided.

It is important to note that DORS will only issue the milestone that is appropriate at the time the plan is signed. If a consumer comes to DORS with a job (due to the provider moving forward prior to DORS IPE development), the counselor will issue a Milestone 2 (intensive job coaching).

Milestone Payment System Reporting. TRUE HEART CHILDREN AND FAMILY, LLC. shall submit to DORS the monthly narrative report on progress which is required by BHA.

- When the individual becomes employed (Milestone 2), the provider will complete and include the EBPSE Employment Verification with Request for Employment Stability Service Fees (RS-7h) noting the individual's placement information as outlined on the form. The only signature on the form needed for this milestone is the provider's signature.
- At stabilization (45 days), the provider will provide a paystub or complete the EBPSE Employment Verification with Request for Employment Stability Service Fees (RS-7h). An individual's signature is not required on the document at Milestone 3.
- At case closure (90 days post stabilization), the provider submits an invoice and completes the EBPSE Employment Verification with Request for Employment Stability Service Fees (RS-7h) noting the individual's employment information, inclusive of the provider's and individual's signatures.

4. Employee Development Services (EDS): N/A

EDS services are designed to address specific behaviors and attitudes which are anticipated to impede successful employment, based on referral information from DORS. TRUE HEART CHILDREN AND FAMILY, LLC. shall develop with the individual a plan for 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 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.

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

5. 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.

6. 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.

7. **Extended Services For Youth with Most Significant Disabilities N/A**

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.
- **TRUE HEART CHILDREN AND FAMILY, LLC.** shall complete the ***Employment Service Progress Form*** (Attachment A). The Form is required each month whether **TRUE HEART CHILDREN AND FAMILY, LLC.** 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.

8. **Supported Employment – Natural Supports N/A**

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 the TRUE HEART CHILDREN AND FAMILY, LLC. 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** 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, **TRUE HEART CHILDREN AND FAMILY, LLC.** shall complete the *Employment Service Progress Form* (Attachment D). The Form is required each month whether **TRUE HEART CHILDREN AND FAMILY, LLC.** 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.

9. Employment Verification and Reports

When the DORS consumer has been placed in competitive integrated employment by **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 *TRUE HEART CHILDREN AND FAMILY, LLC. Employment Verification & Placement Incentive Request*.

H. COMMUNICATION REGARDING PERSONS SERVED

In order to facilitate a successful outcome for the consumer, it is critical that the DORS counselor and TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. and 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, TRUE HEART CHILDREN AND FAMILY, LLC., or the client. A staffing will include the client, the individual requesting the meeting, family, or other advocates as appropriate, the DORS counselor, a TRUE HEART CHILDREN AND FAMILY, LLC. 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 person served 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 TRUE HEART CHILDREN AND FAMILY, LLC. services;
- At other times to address specific issues as requested by DORS or TRUE HEART CHILDREN AND FAMILY, LLC.

I. FEES, BILLING AND FINANCIAL PROCEDURES

1. **Establishment & application of fees.** Fees are established for accredited services at rates negotiated by DORS and **TRUE HEART CHILDREN AND FAMILY, LLC.** (see Appendix 2 – Program Services and Fee Schedule).
 - a. New/revised fees may be applied to persons served already enrolled in the program effective on the official date of the increase.
 - b. 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** for services provided prior to the time authorized by DORS staff.
3. **Failure of consumer to keep initial appointment at TRUE HEART CHILDREN AND FAMILY, LLC.** If a DORS consumer fails to attend on the starting date, **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** at no cost to DORS.
4. **Missed appointment or no show/withdrawal after the 1st week.** After the first week, adjustments in the weekly fee shall be made should a DORS consumer be absent for more than three consecutive days. **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC.**, 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 **TRUE HEART CHILDREN AND FAMILY, LLC.** and billing will then cease unless the DORS consumer is reinstated. Reinstatement requires advance notification to **TRUE HEART CHILDREN AND FAMILY, LLC.** 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. TRUE HEART CHILDREN AND FAMILY, LLC.** 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:
 - a. Preauthorized by DORS; and
 - b. Agreed to by the DORS consumer in writing; and
 - c. 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 TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. admission.** If a psychological evaluation is required for admission to TRUE HEART CHILDREN AND FAMILY, LLC., TRUE HEART CHILDREN AND FAMILY, LLC. 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.** TRUE HEART CHILDREN AND FAMILY, LLC. shall not bill DORS for an amount in excess of the fees indicated in the current Cooperative Agreement. TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. Payments to TRUE HEART CHILDREN AND FAMILY, LLC. will be based on bona fide actions only.
12. **Provision of Services to DORS consumers.** DORS shall at least annually determine if TRUE HEART CHILDREN AND FAMILY, LLC. has provided the approved services to DORS consumers in assessing whether TRUE HEART CHILDREN AND FAMILY, LLC. continues to be in an active status.
13. **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 faxed to the DORS office which originated the Authorization/Purchase Order, and reference only one (1) Consumer per invoice.
14. **Report submitted with invoice.** TRUE HEART CHILDREN AND FAMILY, LLC. invoices requesting payment for services must be submitted simultaneously with a report as described in the Reports section of this Agreement. Invoices **must** be faxed 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 TRUE HEART CHILDREN AND FAMILY, LLC., which will increase processing time for payment.

J. HOURS OF OPERATION

Numbers of days TRUE HEART CHILDREN AND FAMILY, LLC. is open per week: **5**

Normal hours of operation for TRUE HEART CHILDREN AND FAMILY, LLC.:
9 am – 5 pm

K. SUPERVISION OF PERSONS SERVED

1. **Supervision by TRUE HEART CHILDREN AND FAMILY, LLC.**
 - 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 TRUE HEART CHILDREN AND FAMILY, LLC. program.
- Reporting any irregularities in the program of the DORS consumer.
- Criminal Background Check:
 - The TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. 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. TRUE HEART CHILDREN AND FAMILY, LLC. OUTCOMES MEASUREMENT

- TRUE HEART CHILDREN AND FAMILY, LLC. 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. TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC., 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

TRUE HEART CHILDREN AND FAMILY, LLC. 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 agreement 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, TRUE HEART CHILDREN AND FAMILY, LLC. 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. TRUE HEART CHILDREN AND FAMILY, LLC., at the discretion of the Assistant Superintendent, may be afforded an opportunity to be heard and to offer evidence in support of their claim.
5. The Assistant Superintendent shall render a written decision on all claims within 30 days of receipt of TRUE HEART CHILDREN AND FAMILY, LLC. written claim, unless the Assistant Superintendent determines that a longer period is necessary to resolve the claim. The decision shall be furnished to TRUE HEART CHILDREN AND FAMILY, LLC. by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
6. TRUE HEART CHILDREN AND FAMILY, LLC. 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 provider shall proceed diligently with the performance of the agreement.

Q. Indemnification

At its sole cost and expense, TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC.'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.

TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. **in** the event that a suit, claim or action of any character is brought against TRUE HEART CHILDREN AND FAMILY, LLC. **as** a result of or relating to TRUE HEART CHILDREN AND FAMILY, LLC.'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, TRUE HEART CHILDREN AND FAMILY, LLC. shall promptly notify DORS of any such claims, demands, actions or suites.

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 Agreements:

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. TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. does not perform or performs its duties under this Cooperative Agreement in an unsatisfactory manner, DORS shall notify TRUE HEART CHILDREN AND FAMILY, LLC. in Writing. DORS may withhold payment to TRUE HEART CHILDREN AND FAMILY, LLC. at DORS discretion. If TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, TRUE HEART CHILDREN AND FAMILY, LLC. 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. TRUE HEART CHILDREN AND FAMILY, LLC. hereby represents and warrants that:

- 1. Criminal Background Check:** It is the Responsibility of **TRUE HEART CHILDREN AND FAMILY, LLC.** 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. TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC. makes the individual unfit to participate in this Cooperative Agreement.
- 2. Employment of Child Sex Offenders:** **TRUE HEART CHILDREN AND FAMILY, LLC.** 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 **TRUE HEART CHILDREN AND FAMILY, LLC., TRUE HEART CHILDREN AND FAMILY, LLC.** is prohibited from assigning that employee to perform any services as

part of the program, or on the premises of **TRUE HEART CHILDREN AND FAMILY, LLC.**

3. The TRUE HEART CHILDREN AND FAMILY, LLC. is responsible for providing legal counsel to represent the TRUE HEART CHILDREN AND FAMILY, LLC., board members, officers, employees, volunteers, successors, or assigns in any matter related to the provision of services to any person referred to the TRUE HEART CHILDREN AND FAMILY, LLC. 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 the TRUE HEART CHILDREN AND FAMILY, LLC. 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, 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 Agreement;
6. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
7. It shall obtain, at its expense, all licenses, 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

TRUE HEART CHILDREN AND FAMILY, LLC.

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: April 2024 – April 2025

Maryland Division of Rehabilitation Services	TRUE HEART CHILDREN AND FAMILY, LLC.
Jody Boone, Senior Executive Director Planning, Operations, and Field Services	Craig Powell, Founder and CEO TRUE HEART CHILDREN AND FAMILY, LLC.
Geoffrey Sanderson, Deputy State Superintendent	
Catherine Drake, Staff Specialist, Community Rehabilitation Programs	
Reviewed for form and legal sufficiency. Elliott Schoen, Assistant Attorney General	

**COOPERATIVE AGREEMENT
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Geoffrey Sanderson, Deputy State Superintendent	
 3/2/24	
Catherine Drake, Staff Specialist, Community Rehabilitation Programs	
 3/13/24	
Reviewed for form and legal sufficiency. Elliott Schoen, Assistant Attorney General	

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

Liaisons for the Cooperative Agreement

DIVISION OF REHABILITATION SERVICES

CENTRAL OFFICE:

Catherine Drake
Staff Specialist for Community Rehabilitation Programs
Division of Rehabilitation Services
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410-554-9440

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TRUE HEART CHILDREN AND FAMILY, LLC.

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**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, Maryland State Government Article Title 20, 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, sex, age, color, creed, national origin, marital status, sexual orientation, gender identity, or disability 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, which 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, which 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.

TRUE HEART CHILDREN AND FAMILY, LLC. affirms that they have a policy in place that supports the following requirements and agrees to abide by the requirements outlined below:

A. TRUE HEART CHILDREN AND FAMILY, LLC. 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:

- a. 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 TRUE HEART CHILDREN AND FAMILY, LLC.;
- b. 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
- c. 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. TRUE HEART CHILDREN AND FAMILY, LLC.'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. TRUE HEART CHILDREN AND FAMILY, LLC. 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 TRUE HEART CHILDREN AND FAMILY, LLC.'s communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Cooperative Agreement.

D. TRUE HEART CHILDREN AND FAMILY, LLC. 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.

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**TRUE HEART CHILDREN AND FAMILY, LLC.**

11K Gwynn Mills Court
 Owings Mills, MD 21117
 Phone: 410-596-4428

Email: craig@trueheartfamily.org

Website: www.trueheartfamily.com

BHA Licensed/DDA Certified

Updated: 3/2024

Serving: Region 5, Region 3, and Anne Arundel County

Service Location/Satellite: See Above

SUPPORTED EMPLOYMENT PROGRAM

Intensive Job Coaching Prior to Transition to Long-Term (DDA & BHA) 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 RSM 2, Attachment 800-3

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	4 weeks	See RSM 2, Attachment 800-3