

**Cooperative Agreement By and Between
Maryland State Department of Education,
Division of Rehabilitation Services (MSDE/DORS)
2301 Argonne Drive, Baltimore, Maryland 21218
and
Maryland School for the Deaf (MSD)
and
Spectrum Support Inc. (SPECTRUM)
for
Work-Based Learning Experiences (WBLE)**

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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), the MARYLAND SCHOOL FOR THE DEAF (herein referred to as MSD), and SPECTRUM SUPPORT Inc. (herein referred to as SPECTRUM.), which is DDA licensed, for the purpose of establishing practical and effective working relationships between the three agencies in coordinating and providing effective services to MSD Students with disabilities who are eligible for Work-Based Learning Experiences (WBLE) under the Pre-Employment Transition Services (Pre-ETS) and potentially eligible for vocational rehabilitation (VR) services.

This Agreement is specific to the service provision of Pre-ETS program Work-Based Learning Experience (described in the Part E. Referral Procedures). DORS has a separate Memorandum of Understanding with MSD (dated 4/01/2020) and a Cooperative Agreement Spectrum Support Inc. (dated 1/15/2021) for the provision of other Pre-ETS programs and VR services.

For purposes of this cooperative agreement, Employer-of-Record (EOR) means: an entity that legally employs workers on behalf of another business. An EOR takes full responsibility for all aspects of employment including compliance, payroll, and taxes.

All 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, gender, 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 all agencies.
- Establish principles for the development of working relationships between the agencies.
- Define the role, function, and responsibilities of each agency.
- Establish criteria by which the cooperative operations may be reviewed and evaluated to determine their effectiveness.
- Define areas of cooperation, including procedures related to referrals, service provision, reporting, communication, billing, and other program areas.
- Implement WBLE for students with disabilities who are eligible for Pre-ETS and dependent upon identified need and the availability of services.

B. LEGAL BASIS

The coordination of programs serving students who are deaf and hard of hearing and the development of cooperative agreements between these programs has the following basis in federal and /or state law:

Federal

1. The Rehabilitation Act of 1973, as amended by The Workforce Innovation and Opportunity Act (WIOA) (P.L.113–128).
2. Americans With Disabilities Act of 1990, as amended.
3. Individuals with Disabilities Education Act Amendments (IDEA) of 2004 (P.L.108-446).
4. Every Student Succeeds Act (P.L. 114-95).

State

1. Education Articles §§21-301 – 21-306.
2. Education Article §8-401 through §8-415 (Special Education/Early Intervention Services).
3. Education Article §8-305 -- Transitioning Students with Disabilities.
4. Code of Maryland Regulations, 13A, Subtitle 11.

C. THE ROLE AND FUNCTION OF EACH AGENCY

The following partners are party to this agreement:

1. Division of Rehabilitation Services (DORS):

DORS is the official State agency responsible for administering the public VR program in Maryland. As such, DORS is responsible for providing to individuals with disabilities determined to be eligible and who meet Order of Selection criteria VR services and employment opportunities consistent with their assessed needs, capabilities, priorities, abilities, and informed choice. DORS also administers Pre-ETS for both eligible and potentially eligible Students with Disabilities. A “Student with a Disability” eligible for Pre-ETS is defined as an individual who:

- a. is enrolled in a secondary school (including home school or other alternative secondary education program), post-secondary education program, or other recognized educational program and has not exited, graduated, or withdrawn;
- b. is at least 14 years old but less than age 22; and
- c. has a disability documented with an IEP, 504 plan, medical records, or a doctor's note.

DORS has more than 20 offices located in communities throughout Maryland. DORS also has a liaison to every public high school in Maryland as well as communication and/or specialty counselors, referred to as Rehabilitation Counselors for the Deaf (RCD), for the deaf and hard-of-hearing consumers.

2. Maryland School for the Deaf (MSD):

MSD is a school that provides special education and related services to students with disabilities who are deaf and hard of hearing. Students with disabilities are eligible for under the IDEA and receive services as specified in an Individualized Education Program (IEP) and Individualized Transition Plan (ITP).

MSD offers related services which may include transportation, speech language and audiology services, physical and occupational therapy, recreation activities, medical and counseling services, personal and work adjustment training, transitioning and other services, which are required for that student to benefit from special education.

MSD is responsible for informing transitioning students and their families of community programs (i.e., programs offered through DORS), which may provide continued assistance beyond school-based services.

3. Spectrum Support, Inc. (SPECTRUM):

SPECTRUM is a 501(c)3 non-profit agency (Tax ID: 52-1653481).

Mission Statement: We form relationships which support people to achieve their life goals.
(Cited: spectrum-support.org/about)

Core Programs:

SPECTRUM is licensed by DDA as a provider of Employment Services:

- Pre-Vocational Services
- Job Development
- Follow-along Supports
- On-going Job Supports
- Co-worker Employment Supports

SPECTRUM is a DORS-certified provider of youth Work-Based Learning Services as well as adult vocational supports.

SPECTRUM's responsibilities under the cooperative agreement apply only if it will be the Employer-of-Record for paid WBLE. If the WBLE worksite will be the Employer-of-Record or the WBLE will be an unpaid work experience, then the following procedures apply:

- a. SPECTRUM does not have responsibilities under this cooperative agreement.
- b. SPECTRUM is not included on any correspondence, does not receive Authorizations for services, nor is responsible for submitting any reports.
- c. These students are not included in the "30 student" limit referenced above.
- d. An Up-Front WBLE Support authorization will be Issued and sent to MSD.

D. RESPONSIBILITIES OF EACH AGENCY

The MSDE Assistant State Superintendent in Rehabilitation Services, through DORS staff members (the DORS Regional Director, Program Manager, and Staff Specialist for Deaf and Hard-of Hearing Services); the MSD School Superintendent, through MSD staff members (Director of Secondary Transition Services); and the SPECTRUM Executive Director (hereafter referred to as Director) or

designee, shall act as the liaisons for this Cooperative Agreement (Appendix 3 – 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 three agencies as a part of the orientation training course for new staff members.

The following applies to SPECTRUM only if it is the Employer-of-Record. If SPECTRUM is not the Employer-of-Record, the following applies only to DORS and MSD.

1. DORS, MSD, and SPECTRUM will exchange information and access to records of services of students jointly served including information about qualification for Pre-ETS programs, eligibility for Student Employment Services, service provision and outcomes to provide an effective and efficient working relationship.

Each agency shall preserve the confidentiality of records and all exchanges of information and access to records of services of persons served shall be in accordance with FERPA, 34 CFR 99 et. seq., the federal privacy act set forth in WIOA, and all applicable federal and Maryland law. Re-disclosure of confidential personal records provided by DORS to MSD and SPECTRUM is prohibited except when permitted in accordance with federal or state law and only as needed to implement this agreement. At the conclusion of this cooperative agreement SPECTRUM will verify to DORS and MSD that student records exchanged and no longer needed for the provision or services, audit, or other purposes, have been destroyed.

2. DORS, MSD, and SPECTRUM will arrange joint training and staff conferences to exchange information concerning functions and responsibilities of staff, to effectively meet the needs of individuals served.
3. DORS, MSD, and SPECTRUM 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.
4. MSD and SPECTRUM are responsible for providing reasonable accommodations required by DORS consumers to access their programs (Appendix 1).
5. Both MSD and SPECTRUM are responsible for contacting the DORS consumer by phone, text, DORS portal, 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 consumer's physical and/or electronic record of services.
6. MSD and SPECTRUM shall not begin providing services requested by DORS until the appropriate authorizations are written and approved by DORS and received by MSD and SPECTRUM.

7. DORS shall notify MSD and SPECTRUM 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 MSD.
8. Prior to the completion of services purchased from MSD and SPECTRUM or implementation of a change in program, MSD and SPECTRUM shall notify the DORS counselor and the DORS consumer by phone, text, DORS portal, email, or in person.
9. This Cooperative Agreement shall be reviewed as needed, and prior to expiration, by the DORS Staff Specialist for Deaf and Hard-of-Hearing Services, DORS Office of Field Services, and representatives of MSD and SPECTRUM. If changes are needed during the period of the Agreement, it may be amended.
10. SPECTRUM shall maintain adequate professional and general liability insurance to protect persons served 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 entities not a party to this Agreement.

E. TARGET POPULATION

The target population for these services are students who are deaf/hard of hearing, enrolled at MSD, between the ages 14-21, and demonstrate an interest or need for work experiences.

F. REFERRAL PROCESS AND PROCEDURES

Pre-ETS Work-Based Learning Experiences (WBLEs) may include opportunities which are available in school, after school, or outside the traditional school setting. However, they must be provided in an integrated setting in the community to the maximum extent possible. Services may include, but are not limited to:

1. Coordinating a school-based program of job training and informational interviews to research employers.
2. Work-site tours to learn about necessary job skills.
3. Job shadowing.
4. Mentoring opportunities.
5. On-site work-based experiences paid or unpaid (i.e., Internships, volunteering, practicums, or service learning opportunities).

Prior to referral for a WBLE, MSD will verify with DORS counselors that selected students have an open Pre-ETS or Student Employment Services case with DORS.

MSD Transition Coordinators will complete a Pre-Employment Transition Program Selection Rubric (see Attachment) for potential participants who demonstrate an interest in the WBLE program and demonstrate the need for work experience. The selection rubric will generate a priority list of students

for the MSD Transition Coordinator to communicate with the student's DORS Counselor. MSD will provide DORS counselors with a copy of the Rubric for each DORS student and request pre-authorized approval for the student to participate in the program.

In collaboration with DORS, and in partnership with local businesses, the WBLE program offers students a real paid work experience. Students will receive an hourly wage paid by the work experience site (business partner) or SPECTRUM, if approved by the DORS counselor. If the student is not eligible to receive wages, the WBLE will be considered and documented as an “unpaid work experience.”

Prior to referring students for a WBLE, MSD will confirm with DORS the student has an open Pre-ETS or Student Employment Services case with an approved DORS Pre-ETS Transition Services Agreement (RS-10c). DORS and MSD will collaborate to identify potential students to participate in WBLEs.

Academic Year:

No more than 30 students may be referred on a per-semester basis.

MSD provides the DORS Counselor and SPECTRUM with the students’ names and their planned worksite locations no later than 18 calendar days prior to the targeted work start date. Provided information includes:

- student’s name
- MSD Rubric
- a paid or unpaid work experience
- planned start date
- expected number of work weeks (maximum of 15)
- the worksite supervisor’s name
- weekly work hours
- employer contact information
- a completed DORS Pre-ETS Transition Services Agreement (RS-10c)

MSD students may not start work *before* the second Monday in September, and not *before* the third Monday in January (for the fall and spring academic semesters, respectively); and may not be referred after the first Monday in October.

The DORS counselor will:

- Confirm receipt of MSD documentation within six business days, confirm the student has a Pre-Employment Transition Services Agreement (RS-10c) with WBLEs listed as a service, and provide authorizations to MSD for:
 - Work Site Development
 - WBLE Agreement
 - Work Permit (as appropriate)
 - Weekly WBLE Support.

- Confirm receipt of MSD documentation within six business days, confirm the student has a Pre-ETS Work-Based Learning Experience Agreement (RS-10d), and provide Authorizations to SPECTRUM for:
 - Up-Front WBLE Support
 - Weekly WBLE Stipend.

All WBLE services must be pre-authorized by DORS.

Summer:

Procedures and process of referrals for Summer WBLEs are the same as for the Academic Year WBLEs, with the following exceptions:

- Students may not start work before 14 days after the final school day for MSD.
- Students may not be referred after the final school day for MSD.
- The length of the WBLE is 6-8 weeks.

Regardless of employer or the type of WBLE, all services must be pre-authorized by DORS.

G. SERVICES AND REPORTING REQUIREMENTS

Service Delivery:

Students may participate on a “per academic semester” basis and/or in the Summer. The Academic Semester WBLE is a maximum of 15 weeks long, and the Summer WBLE is 6-8 weeks long. Students may work a maximum of 10 hours per week during the academic semesters and 28 hours per week during the summer. Students may not participate in more than two consecutive WBLEs.

MSD Transition staff will promote and support the facilitation of students’ communication with supervisor and coworkers, monitor students’ progress, and evaluate students’ success. MSD staff will be available by appointment to support the student and/or the employer, depending on the need to ensure a successful work experience.

The MSD WBLE program for each academic semester includes the following services:

- Interview of the student.
- Selection/development of work site information documentation/forms and completion of the DORS WBLE Agreement.
- Daily transportations to and from worksites.
- On- or off-site WBLE support at least twice per week.
- On-site ASL interpretation as needed.
- Instructions regarding the objectives on Pre-Employment Transition Services Agreement (RS-10c).

- School-year mid-semester employer's evaluation.
- School year monthly progress reports.
- Employer's final evaluation.
- Development of a resume.

The Summer WBLE includes the following services:

- Interview of the student.
- Selection/development of work site information documentation/forms and completion of the DORS WBLE Agreement.
- On- or off-site WBLE support at least twice per week.
- On-site ASL Interpretation as needed.
- Instructions regarding the objectives on the Pre-Employment Transition Services Agreement (RS-10c).
- Employer's evaluation.
- School-year monthly progress reports.
- Employer's final evaluation.
- Development of a resume.

Students who are unable to participate in a WBLE during the academic school year, may access a Summer WBLE.

As set forth above, SPECTRUM will be the Employer-of-Record unless MSD indicates to the DORS counselor the WBLE worksite will be the Employer-of-Record or the WBLE will be an unpaid work experience. The following reporting by SPECTRUM applies to the extent that SPECTRUM is the Employer-of-Record.

Reporting:

Academic semester WBLE

MSD will provide the monthly Progress Report and invoices to the DORS counselor. Additionally, monthly meetings to review student progress will be held, to include changes to the student's schedule (increase or decrease in hours), and concerns the students, partners, or employers may have; all of which will be reported to the DORS counselor.

SPECTRUM will provide the DORS Pre-ETS WBLE Support Report (RS-10e) to invoice for Up-Front WBLE Supports the first month of the WBLE. For the remaining months, the students' pay stubs and Student Stipend Invoice will be provided for Weekly WBLE Stipends.

Summer WBLE

MSD will provide a report to the DORS counselor at the midpoint of the Summer WBLE. Additionally, the DORS counselor will be notified of any anticipated changes to the student's schedule (increase or decrease in hours), and any concerns the students, partners, or employers may have.

SPECTRUM will provide the DORS Pre-ETS WBLE Support Report (RS-10e) to invoice for Up-Front WBLE Supports the first month of the WBLE. For the remaining month, the students' pay stubs and Student Stipend Invoice will be provided for Weekly WBLE Stipends.

Completion of WBLE:

MSD Transition staff will provide the final Pre-ETS WBLE Support Report (RS-10e) to the assigned DORS Counselor at the end of the student's work experience. MSD Transition team staff will be available to answer any questions or concerns regarding their individual student's documents, work, progress, etc., by appointment to allow for necessary scheduling changes and interpreter requests, as needed. DORS Counselors will email an acknowledgment of their receipt of the Pre-ETS WBLE Support Report (RS-10e) forms to MSD's Director of Secondary Transition Services within six business days of their receipt of the documents.

See Section I for Billing and Invoicing instructions.

H. COMMUNICATION REGARDING DORS CONSUMERS

In order to facilitate a successful outcome for the consumer, it is critical that the DORS counselor, MSD staff, and SPECTRUM 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 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.

For purposes of this agreement, a "staffing" is defined as a meeting initiated by DORS, MSD, SPECTRUM, or the student's parent or legal guardian. A staffing may include the client, the individual requesting the meeting, family, or other advocates as appropriate, the DORS counselor, MSD representative, SPECTRUM representative, and/or other supervisory staff. Staffing reviews 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 student's Service Agreement is not being achieved in a timely, productive, and cost-effective manner as reflected in reports of MSD services;
- At other times to address specific issues as requested by DORS, MSD, or SPECTRUM.

I. FEES BILLING AND FINANCIAL PROCEDURES

Invoicing and Fees

Invoicing for Services:

Payment to SPECTRUM or MSD shall only be made for pre-approved services, and upon receipt of a complete and accurate invoice to the DORS field office from which the Authorization originated. Required reports must accompany all invoices. Invoices and reports will be sent to DORS within 10 business days of completion of services.

- Invoices and reports are submitted via fax or the DORS Invoice & Report Portal, to the DORS office responsible for originating the Authorization.
- Changes to DORS forms and/or procedures for processing invoices and reports will be reported and explained to MSD staff within three business days of the changes. Likewise, DORS' requests for additional information or clarification regarding invoices/reports will be made within three business days of Counselor receipt and review of reports.

SPECTRUM:

- Submits invoices monthly and are accompanied with a completed Up-Front DORS Pre-ETS WBLE Support Report (RS-10e) form and student paystubs.

MSD

- Submits an initial invoice for Worksite Development, WBLE Agreement, Work Permit, and Weekly WBLE Support after the first month of employment, and accompany the monthly report.
- Submits a final invoice at the end of the WBLE for Weekly WBLE Support and final DORS Pre-ETS WBLE Support Report (RS-10e) form.

J. HOURS OF OPERATION

SPECTRUM

- Numbers of days SPECTRUM is open per week: 5
- Normal hours of operation for SPECTRUM: 8:30 am – 4:00 pm

MSD

- Numbers of days MSD is open per week: 5
- Normal hours of operation for MSD: 8:00 am - 4:00 pm

K. SUPERVISION OF PERSON SERVED

1. Supervision by MSD and SPECTRUM

- The Director or designee of MSD or SPECTRUM 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 MSD and SPECTRUM programs.
 - Reporting any irregularities in the program of the DORS consumer.
- Criminal Background Check:
- MSD and SPECTRUM are 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

2. Supervision by DORS

The DORS counselor may make periodic visits to and contact with **MSD and SPECTRUM** during the program of the DORS consumer. The counselor may:

- 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.
- Be informed of methods to express dissatisfaction with the nature, scope and quality of services planned and arranged.

M. GOVERNING LAW

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

N. 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 MSDE Assistant State Superintendent in Rehabilitation Services.
3. When a claim cannot be resolved by mutual agreement, MSD or SPECTRUM 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. MSD or SPECTRUM, 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 MSD's or SPECTRUM's written claim, unless the Assistant Superintendent determines that a longer period is necessary to resolve the claim. The decision shall be furnished to MSD or SPECTRUM by certified mail (return receipt requested) or by any other method that provides evidence of receipt.
6. MSD or SPECTRUM 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.

O. INDEMNIFICATION

To the extent permitted by Maryland law and the extent of available appropriations, DORS and MSD shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which DORS and MSD may be entitled under Maryland law, or otherwise. Neither DORS nor MSD shall assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with any other Parties' performance or operation of this cooperative agreement.

To the extent permitted by Maryland law, SPECTRUM shall:

- a. 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 SPECTRUM's performance of this agreement, and
- b. cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit.

SPECTRUM 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.

Neither DORS or MSD has an obligation to:

- a. provide legal counsel or defense to SPECTRUM in the event that a suit, claim or action of any character is brought against SPECTRUM's as a result of or relating to SPECTRUM's obligations or performance under this cooperative agreement, or
- b. pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, SPECTRUM shall promptly notify DORS and MSD of any such claims, demands, actions or suits.

P. 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.

MSD and SPECTRUM may not recover anticipatory profits or costs incurred after termination.

Q. TERMINATION FOR DEFAULT

The provisions of COMAR 21.07.01.11B apply except as modified by this paragraph. In the event MSD or SPECTRUM does not perform or performs its duties under this cooperative agreement in an unsatisfactory manner, DORS shall so notify MSD or SPECTRUM in writing.

DORS may withhold payment to MSD or SPECTRUM at DORS' discretion. If MSD's or SPECTRUM's performance has not improved to DORS' reasonable satisfaction within a 30-day period from the date of notification, the aforementioned notice shall be considered just cause for termination of this cooperative agreement.

R. TERMINATION FOR CONVENIENCE

Any 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 MSD or SPECTRUM has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, MSD or SPECTRUM 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).

S. GENERAL PROVISIONS

1. Criminal Background Check:

It is the responsibility of all parties 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.

No party may 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 any party makes the individual unfit to participate in this Cooperative Agreement.

2. Employment of Child Sex Offenders:

All parties shall always 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.

All parties are prohibited from assigning an employee who is a registered sex offender to perform any services as part of the program, or on the premises of a WBLE worksite.

3. Legal Counsel:

Each party is responsible for providing legal counsel to represent the organization, board members, officers, employees, volunteers, successors, or assigns in any matter related to the provision of services to any person referred by DORS or MSD under the cooperative agreement.

4. Qualified to Do Business in Maryland:

SPECTRUM 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. Not in Arrears to the State:

SPECTRUM 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. Regulatory Compliance:

All parties shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this cooperative agreement; and

7. Licenses, Certificates, Permits, Insurance, and Approvals:

All parties shall obtain, at its expense, all licenses, certificates, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**Cooperative Agreement By and Between
Maryland State Department of Education,
Division of Rehabilitation Services
2301 Argonne Drive, Baltimore, Maryland 21218
and
Maryland School for the Deaf
and
Spectrum Support Inc.**

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: Upon final signature

Signatures:

John Serrano
Superintendent
Maryland School for the Deaf

Date

Cindy Freeman
Executive Director
Spectrum Support Inc.

Date

Jody Boone
Sr. Exec. Director for Planning, Operations, and Field Svcs.
Division of Rehabilitation Services
Maryland State Department of Education

Date

Dr. Sylvia Lawson
Deputy State Superintendent for Organizational Effectiveness
Maryland State Department of Education

Date

COOPERATIVE AGREEMENT BETWEEN
MARYLAND STATE DEPARTMENT OF EDUCATION
DIVISION OF REHABILITATION SERVICES
AND
THE MARYLAND SCHOOL FOR THE DEAF
AND
SPECTRUM SUPPORT INC.

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: Upon final signature

Signatures:



John Serrano
Superintendent
Maryland School for the Deaf

Date



Cindy Freeman
Executive Director
Spectrum Support Inc.

Date

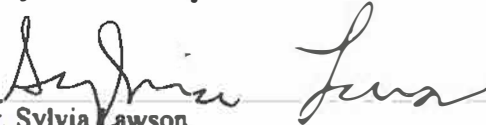
10/23/23



Jody Boone
Sr. Exec. Director for Planning, Operations, and Field Svcs.
Division of Rehabilitation Services
Maryland State Department of Education

Date

10/24/23



Dr. Sylvia Lawson
Deputy State Superintendent for Organizational Effectiveness
Maryland State Department of Education

Date

10/28/2023

Approved as to form and legal sufficiency

Elliott L. Schoen

Principal Counsel

Maryland Office of the Attorney General

Maryland State Department of Education

Date

Approved as to form and legal sufficiency

Elliott L. Schoen

10/10/2021

Elliott L. Schoen

Date

Principal Counsel

Maryland Office of the Attorney General

Maryland State Department of Education

APPENDIX 1 – Statement of Assurance of Compliance with Civil Rights Laws

The Maryland State Department of Education, Division of Rehabilitation Services (DORS) and the Maryland School for the Deaf (MSD) are recipients 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.

DORS and MSD must also assure that its sub grantees, contractors and sub-contractors, and other participants, including Spectrum Support, Inc. (SPECTRUM) and each Work-Based Learning Experience (WBLE) worksite 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, all parties 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.

DORS reserves the right to inspect WBLE worksite programs and services at any time to determine if the facility is in compliance with the civil rights laws cited herein.

APPENDIX 2 – 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.

MSD and SPECTRUM affirm that they have a policy in place that supports the following requirements and agrees to abide by the requirements outlined below:

A. MSD and SPECTRUM shall notify DORS of any Security incident or a Data Breach as follows:

1. Notify DORS within 24 hours of the discovery of a Security incident by providing notice via written or electronic correspondence to DORS's Cooperative Agreement liaison, the Assistant State Superintendent in Rehabilitation Services for the Division of Rehabilitation Services, and the Staff Specialist for Deaf and Hard-of-Hearing Services;
2. Notify DORS within two hours if there is a data security threat as it pertains to the use, disclosure, and security of PII; and
3. Provide written notice to DORS within one business day after MSD or SPECTRUM's discovery of unauthorized use or disclosure PII and thereafter all information the State (or DORS) requests concerning such unauthorized use or disclosure.

B. MSD and SPECTRUM's notices 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 MSD or SPECTRUM has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
5. What corrective action MSD or SPECTRUM 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. MSD and SPECTRUM 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 MSD's and MSD or SPECTRUM's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Cooperative Agreement.

D. MSD and MSD or SPECTRUM 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 DORS) 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.

(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 email account with the business and all other online accounts for which the individual uses the same username or email 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 email 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.

ATTACHMENT A – Fee Schedule

Description	Units	Rate	Eligible Referrals
Work-Based Learning Experience: Up Front WBLE Support (only when unpaid, or employer paying the wages)	1	\$1,000	MSD students only
Work Based Learning Experience: Work Site Development	1	\$250	MSD students only
Work-Based Learning Experience: Agreement Developed	1	\$500	MSD students only
Work-Based Learning Experience: Work Site Support	1	\$300 per week	MSD students only
Work-Based Learning Experiences: Work Permit	1	\$100	MSD students only

ATTACHMENT B – Selection Rubric

Name of student: _____ Date: _____

(Please make your selections in **RED** font)

1. Pertinent Data	1 point	2 points	3 points
Age of student	16	17 - 18	19+
Years until graduation	3	2	1
# of Pre-ETS completed	1	2	3
Previous Work Experience	2 or more	1	0
Sum of points in each column =			
	1. Pertinent Data score =		

2. Academic Barriers	1 point	2 points	3 points
MCAP Assessments	Passed all	Passed 1 or 2	Passed none
Graduating with Diploma or Certificate	Diploma	TBD	Certificate
Academic level	On Grade Level	3-6 Grades Below	6 Grades Below
Sum of points in each column =			
	2. Academic Barriers Score =		

3. Employment Barriers	1 point	2 points	3 points
Additional disabilities	None	1	2 or more
Parent/guardian support	Significant	Adequate	Minimal
Sum of points in each column =			
	3. Employment Barriers score =		

4. Miscellaneous	1 point	2 points	3 points
Post-graduation plans	College/ Vocational Training	Work	Limited options
Matches existing WTL partner	No	Partially	Yes
Sum of points in each column =			
	4. Miscellaneous score =		

Total of all four categories = _____