

GRANT AWARD MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING by and between

Maryland State Department of Education, Division of Rehabilitation Services (DORS)
an agency of the State of Maryland (*hereinafter called DORS*)
2301 Argonne Drive
Baltimore, Maryland, 21218-1696

And

____ (*hereinafter called "Grantee"*),
Full mailing
Federal ID#; DUNS #
Attention:
Phone: email:

The parties hereby agree as follows:

I. *Scope of Memorandum of Understanding (MOU)*: The scope of work is the Grantee's response to the request, is incorporated by reference and is attached to this MOU. DORS and the Grantee have exercised the option for a three-year MOU not to exceed \$1,500,000.00 over the 3 years. However, all funding, including current funding is dependent upon DORS' receipt of federal and state funds on an annual basis and the Grantee's full compliance, including receipt of reports and invoices in a timely manner.

In order to increase the opportunity for students with severe disabilities who are DORS eligible, DORS will grant funds to serve: Year 1 - 75 students not to exceed \$412,000.00; Year 2 - up to 85 students not to exceed \$488,000.00; and Year 3 - up to 100 not to exceed \$600,000.00. An annual budget must be re-submitted for years 2 and 3 respectively at least *thirty days* prior to the start of each program year. Approval by DORS must be granted to ensure that the budget supports requested funding. The obligations under this agreement are set forth below.

II. *Term of MOU: (May 20, 2019 through December 31, 2021)*

III. *The Role and Function of Each Agency:*

A. Grantee will:

1. Develop Pre-ETS curricula and provide for each new referral at a minimum, job orientation for basic work skills. This service will be required by all new participants.
2. Provide a variety of paid work experiences in integrated settings for DORS consumers/clients who have been identified as transitioning students, for a total of 5-6 weeks of summer employment per student employed at 20-30 hours per week.

To the extent possible, these opportunities should be in positions which are consistent with the student's skills, abilities, and interests.

3. Ensure that DORS transitioning students are paid at least the current federal minimum wage.
4. Provide an array of Pre-ETS services, as appropriate to individual or groups of students.
5. Provide on and off-site workplace readiness training to support the development of competitive work skills and maintenance of the internship/work experience.
6. Identify at least one individual of the grantee who will be responsible for the oversight of the proposed program.
7. Ensure reasonable levels of supervision for the students in the jobs.
8. Provide transportation funds to individuals on an individually determined basis, based on least cost to meet each student's need.
9. Employ students through their payroll process to insure that the students are compensated in accordance with state and federal labor laws, including workers' compensation.
10. Submit the necessary tax information for the individuals and pay the required withholding taxes, submitting both employee and employer share as required by law.
11. Submit required student progress reports in a timely manner to the DORS grant manager that outlines the number of hours per week the individual works, work related issues, training outcomes, if applicable, work tolerance, and over all work performance. All progress reports on each student must be saved in electronic format. The timing of receipt of the reports will be determined in the Memorandum of Understanding.

B. DORS will:

1. Assist with developing jobs in the community for the paid work –based learning program when traditional worksites are not available.
2. Assist with assessment of students' needs and provide workplace readiness training for those students who require intense workplace readiness training.
3. Provide funding in Years 1 through 3 as described in Section I, and as appropriate, which includes youth wages and fringes, staff wages, transportation, supplies and indirect/administrative costs.

C. DORS and Grantee will:

1. Follow-up after the program ends for services that will assist the student in full time employment or education after graduation
2. Communicate regularly on any issues or concerns with the student(s).
3. Ensure that documentation is completed by assigned workplace readiness training staff which will include a report on each assigned DORS student at the end of the job period.

IV. *Separate Account*: The Grantee shall establish a separate account for funds received under this MOU. The grantee will receive an official Notice of Grant Award and an assigned number. This number is needed for the required audit of expenditures and invoicing for payments.

V. Invoice and Report Schedule: Invoices and reports should be submitted as identified below. Salaries paid must be for actual hours worked per week by each student. Documentation must be submitted along with the invoice to support payment of student and designated staff salaries.

Year 1		
Invoice Due	Amount	Report Type Due Dates
May 20, 2019		none
July 15, 2019		Initial job placement and workplace readiness training progress reports
No later than September 22, 2019		Final workplace readiness training reports
No later than February 28, 2020		Final Summary Report
Total amount not to exceed \$412,000.00 --- includes 10% Administrative Fee		

Year 2		
Invoice Due	Amount	Report Type Due Dates
June 1, 2020		none
July 15, 2020		Initial job placement and workplace readiness training progress reports
No later than September 22, 2020		Final workplace readiness training reports
No later than February 28, 2021		Final Summary Report
Total amount not to exceed \$488,000.00 --- includes 10% Administrative Fee		

Year 3		
Invoice Due	Amount	Report Type Due Dates
June 1, 2021		none
July 15, 2021		Initial job placement and workplace readiness training progress reports
No later than September 22, 2021		Final workplace readiness training reports
No later than February 28, 2021		Final Summary Report
Total amount not to exceed \$600,000.00 --- includes 10% Administrative Fee		

- A. Each individual student report submitted by the assigned workplace readiness training agency will include:
1. Behavioral observation of trainee[s]

2. Level of skill acquisition
 3. Readiness for competitive employment
 4. Competencies achieved
- B. All invoices, all student reports and final summary report must be submitted directly to the Regional Director or designee at the address below.
- C. **The final invoice and final report are due no later than 60 days after the close of the grant period. Failure to submit the final report and invoice in the required timeframe may cause to forfeit allotted funds and additional penalties allowed by 34CFR 76 and 80.43.**

VI. *Criminal Background Check.* The Grantee is responsible for ensuring that its employees, agents, volunteers, and contractors, who provide services to DORS consumers under this MOU, are fingerprinted and have a background check consistent with Family Law Article, Annotated Code of Maryland, Sections 5-551 through 5-557. The grantee may not hire, contract, or otherwise engage an individual to participate in this MOU 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 Grantee makes the individual unfit to participate in this MOU.

VII. *Proper Invoice.* Payment to a Grantee shall only be made upon submission of a proper invoice to the Division of Rehabilitation Services, Attn: Ms. Beth Lash, Eastpoint Metro Business Center, 4451 - Z Parliament Place, Lanham, Maryland 20706-1843.

In order for an invoice to be considered proper, the following conditions must exist:

- A. Full completion of the terms and conditions of the MOU must have been satisfied.
- B. The invoice shall be provided on the letterhead of the Grantee and include at a minimum:
 1. Reference to the MOU or Grant Award number and
 2. Description of the MOU or grant, the full MOU value, the current basis for billing, the federal employee identification number or social security number and the name[s] and address of the proper invoice recipient.

VIII. *Contingent Fee Prohibition.* The Grantee warrants that he/she has not employed or retained any person, partnership, corporation or other entities other than a bona fide employee or agent working for the Grantee to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, partnership, corporation or other entities other than a bona fide employee or agent any fee or any other consideration contingent on the making of this MOU.

IX. *MOU Modification.* DORS, consistent with federal or state law or regulation may make changes within the general scope of this agreement, including but not limited to changes:

- A. In any specifications (including reports, drawings and designs);
- B. In the method or manner of performance of the work;
- C. In any State-furnished facilities, equipment, materials, services, or site; or
- D. Directing acceleration in the performance of the work.

X. *Modification.* This MOU represents the entire understanding between the parties. None of the conditions or propositions of this MOU shall be held as having been waived or modified in any way by any act or knowledge of the parties hereto, or their agents, except on the evidence of an instrument in writing signed by all the signatories to this MOU. This MOU supersedes any and all understandings or MOUs either oral or written, between DORS and Grantee.

XI. *Non-assignment.* The Grantee shall not sell, transfer, or otherwise assign his/her obligations under this MOU or any portion thereof, or of its rights, title, or interest therein, without the prior written consent of DORS.

XII. *Non-Discrimination:* The Grantee assures that a) It complies 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; b) Its facilities, services and programs are accessible to persons with disabilities; c) 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 Grantee; d) 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 Grantee.

The Grantee agrees: a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment.

XIII. *Indemnification.* To the extent permitted by Maryland law and the extent of available appropriations, DORS shall indemnify and hold harmless the Grantee, its successors and assigns, from any loss, damage, expense or claim that occurs or arises out of the performance or non-performance of this MOU that is caused solely from DORS's activities hereunder. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which the Grantee be entitled under Maryland law, or otherwise.

DORS shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the Grantee's performance or operation of this MOU. The Grantee shall reimburse, indemnify, and hold harmless DORS for all loss to DORS arising from the negligence of the Grantee in performance of this MOU and for the loss to DORS resulting from the non-performance thereof.

XIV. *Termination for Default.* If the Grantee fails to fulfill its obligations under this MOU properly and on time, or otherwise violates any provision of the MOU, DORS may terminate the MOU by written notice to the Grantee. The notice shall specify the acts of omission relied on as cause for termination. DORS shall pay the grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the compensation payable to the

Grantee, the Grantee will remain liable after termination and DORS can affirmatively collect damages.

XV. *Termination for Convenience.* The performance of work under this MOU 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 of Maryland or DORS. DORS will pay all reasonable costs associated with this MOU that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the MOU. However, the Grantee shall not be reimbursed for any anticipatory profits which 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).

XVI. *Anti-Bribery.* Vendors, Grantees and Consultants are required to be aware of Article 21, §3-405 of the Annotated Code of Maryland which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of an MOU from the State or any of its subdivisions, shall be subject to disqualification pursuant to Article 21, §3-405 from entering into an MOU with the State, or any county or other subdivision of the State, for the supply of materials, supplies, equipment, or services by the person.

XVII. *Audit and Records.* The Grantee shall maintain records and documents relating to the performance of the MOU and shall keep all such records and documents for three (3) years after the completion of the agreement, and shall make such records available for inspection and audit by authorized representatives of DORS and the State of Maryland.

XVIII. *Maryland Law Prevails.* The provisions of this MOU shall be governed by the laws of Maryland.

XIX. *Dispute Clause.* Disputes regarding this grant shall be forwarded to the State Superintendent of Schools.

Signatures Next Page

Signatures:

By: _____ Date: _____
Grantee's signature

By: _____ Date: _____
Beth Lash
Regional Director
Division of Rehabilitation Services

By: _____ Date: _____
Scott Dennis
Assistant State Superintendent
Division of Rehabilitation Services

By: _____ Date: _____
Sylvia Lawson
Deputy State Superintendent
Maryland State Department of Education

Attachments:

Scope of Work (Grantee's RFP response)
MSDE Assurances (must be signed and returned along with MOU)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Elliott L. Schoen Date
Assistant Attorney General
Maryland Office of the Attorney General
Maryland State Department of Education