**GRANT AWARD 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

**{INSERT}** *(hereinafter called “Grantee”)*,

Full mailing

**Federal ID# ; DUNS #**

Attention:

Phone: email:

The parties hereby agree to the obligations as set forth below:

## I. Scope of Memorandum of Understanding (MOU):

The MOU sets forth the Grantee’s response to the DORS Career Exploration and Mentoring Program for Blind and Visually Impaired Students Pre-Employment Transition Services’ Request for Proposal, incorporated by reference and is attached to this MOU. In order to increase the opportunity for students who are blind and visually impaired who qualify for DORS funded Pre-Employment Transition Services (PreETS), DORS and the Grantee have exercised the option to enter into a three-year MOU. Funds under the three year award will be distributed annually and based upon the Grantee’s approved budget, will not exceed $300,000 over the three years of the award. 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.

Students with Disabilities who meet the following criteria qualify to receive PreETS:

1. Are at least 14 but no more than 21 years of age (has not yet reached 22nd birthday); and

2. Has a documented disability. Disability may be documented by submission of qualifying medical documentation signed by a medical provider, a copy of the student’s Individualized Education Program (“IEP”), or Section 504 Plan; and

3. Is currently enrolled as a student in a secondary or post-secondary educational program.

## II. Term of MOU:

***(\_\_\_ through \_\_\_)***

## III. Scope of Work:

The specific roles and responsibilities of the parties are delineated in the Request for Proposal, which is incorporated by reference and attached to this MOU as Attachment 1. Grantee’s roles and responsibilities described in their approved proposal (including an abstract, project activities, letter of commitment, and budget pages) is incorporated by reference and attached to this MOU as Attachment 2.

Detailed budgets for years two and three must be resubmitted at least 30 days prior to the start of each program year. Approval by DORS must be granted to ensure that the budget supports any financial changes, if any, and level of requested funding.

The Grantee will ensure that mentors are paid at least the current federal minimum wage and will be responsible for general liabilities for the paid mentors, referring to the Grantee paying Workers’ Compensation insurance and federal and State tax withholdings as required by applicable law. Conditions of mentors hiring must be in full compliance with all federal, State, and local laws.

DORS funded Pre-Employment Transition Services are not to be construed as reducing the responsibility of the Grantee or any other agencies under the Individuals with Disabilities Education Act (IDEA) to provide or pay for transition services that are also considered to be special education or related services under the IDEA necessary for the provision of a free appropriate public education to students with disabilities. DORS funded Pre-Employment Transition Services shall be new and expanded; and that supplement, not supplant transition services provided under IDEA. Staff funded by DORS shall not be funded by another entity during the time of DORS funded service provision.

Attachments 1 and 2 establishes the complete scope of work and understanding for this approved plan of Pre-ETS career exploration and mentoring services for students who are blind or visually impaired. Order of Precedence: In the event of a dispute over the scope of work, the abstract and project activities, take precedence over the Request for Proposal.

## IV. Recipient Assurances:

The terms and conditions of the Recipient Assurances, signed as a condition of receiving funds under this grant award, are incorporated by reference, and attached to this MOU at Attachment 2. In the event of conflict between the terms of this MOU and the Recipient Assurances, the terms of the Recipient Assurances control.

## V. 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.

## VI. Invoice and Report Schedule:

Invoices and reports should be submitted as identified below. Mentor stipends paid must be for actual hours worked per week by each student. Salary must be paid for actual hours worked per week by the Peer Mentoring Coordinator(s). Documentation must be submitted along with the invoice to support payment of mentor stipends and designated staff salary.

### YEAR 1

| **Invoice Due** | **Amount** | **Report Type Due Dates** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total amount not to exceed **$** | | |

### YEAR 2

| **Invoice Due** | **Amount** | **Report Type Due Dates** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total amount not to exceed **$** | | |

### YEAR 3

| **Invoice Due** | **Amount** | **Report Type Due Dates** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total amount not to exceed **$** | | |

1. All invoices, all student reports and final summary report must be submitted directly to the Regional Director or designee at the address below.
2. **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 be cause to forfeit allotted funds and additional penalties allowed by 34CFR 76 and 80.43.**

## VII. Criminal Background Check:

The grantee is responsible for ensuring that its employees, agents, volunteers, and contractors, who have contact with students receiving PreETS are fingerprinted and have a background check in compliance with Family Law Article, Annotated Code of Maryland, Section 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.

## VIII. Proper Invoice.

Payment to a Grantee shall only be made upon submission of a proper invoice to the Division of Rehabilitation Services, Attn: \_\_\_\_\_

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

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

## IX. 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.

## X. 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:

1. In any specifications (including reports, drawings and designs);
2. In the method or manner of performance of the work;
3. In any State-furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

## XI. 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.

## XII. 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.

## XIII. 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.

## XIV. 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.

## XV. 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.

## XVI. 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).

## XVII. 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.

## XVIII. 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.

## XIX. Maryland Law Prevails.

The provisions of this MOU shall be governed by the laws of Maryland.

## XX. Dispute Clause.

Disputes regarding this grant shall be forwarded to the State Superintendent of Schools.

Signatures:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grantee’s signature

XXXXXXX

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Toni March

Director, Office for Blindness & Vision Services

Division of Rehabilitation Services

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scott Dennis

Assistant State Superintendent

Division of Rehabilitation Services

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. 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