

**Memorandum of Understanding entered into as of the
date of October 31, 2025**
By and between, the
Maryland State Department of Education, Division of Rehabilitation Services
Administration (herein after called "DORS"),
And the
Maryland Department of Health, Developmental Disabilities Administration (here in after called
"DDA"),

Memorandum of Understanding

Related to Employment Services for Individuals with Intellectual and Developmental Disabilities

This Memorandum of Understanding (“MOU”) is made and entered into this August 7, 2025, by and between the **Developmental Disabilities Administration** (“DDA”), a unit of the Maryland Department of Health (“MDH”), and the **Division of Rehabilitation Services** (“DORS”), a unit of the Maryland State Department of Education (“MSDE”).

The purpose of this Memorandum of Understanding is to have a continued, mutual collaboration on serving people with disabilities who desire competitive employment in an integrated setting.

1. Recitals and Purpose.

- 1.1.** WHEREAS, DDA administers funding for home and community-based services, including employment-related services, for individuals with intellectual and developmental disabilities under its Medicaid § 1915(c) Waiver programs pursuant to 42 U.S.C. § 1396n(c);
- 1.2.** WHEREAS, DORS administers funding/oversees the vocational rehabilitation program, providing an array of employment-related services and opportunities for individuals with disabilities, including intellectual and developmental disabilities, pursuant to the Workforce Innovation and Opportunity Act (WIOA);
- 1.3.** WHEREAS, DDA and DORS seek to collaborate in each party’s provision of employment opportunities and supports, under their respective programs, to individuals with intellectual and developmental disabilities; and
- 1.4.** WHEREAS, DDA and DORS desire to enter into this MOU to clearly define each party’s roles and responsibilities and to coordinate provision of services for individuals with disabilities including intellectual and developmental disabilities (the “Shared Goal”);
- 1.5.** NOW THEREFORE, the recitals set forth above are hereby incorporated into this MOU.

2. 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 or state law:

DORS

- 2.1** The Rehabilitation Act of 1973, as amended (PL 102-569), and Workforce Innovation and Opportunity Act of 2014 (PL 113-128).

- 2.2** 34 CFR Parts 361 - State Vocational Rehabilitation Program; 363 – State Supported Employment Services Program, 376 – Special projects and demonstrations or providing transitional rehabilitation services to youth with disabilities; and 380 - Special projects and demonstrations for providing supported employment services to individuals with the most severe disabilities and technical assistance projects.
- 2.3** COMAR 13A.11.01, Programs for Adults with Disabilities, Vocational Rehabilitation Services, as amended.

DDA

- 2.4** Title XIX of the Social Security Act (42 U.S.C. §§ 1396 – 1396v)
- 2.5** Annotated Code of Maryland, Health-General Article, Title 7
- 2.6** COMAR Title 10, Subtitle 22
- 2.7** DDA's Home and Community-Based Services Medicaid Waivers

Joint

- 2.8** Americans with Disabilities Act of 1990, 28 CFR parts 35 (title II) and 36 (title III).
- 2.9** Ticket to Work and Work Incentives Improvement Act of 1999 (TWWIIA), as amended PL 106-170).
- 2.10** Executive Order 13217 – Olmstead Implementation (Community-Based Alternatives for Individuals with Disabilities), signed June 19, 2001.

3. Definitions. For purposes of this MOU, the following terms have the following meanings:

- 3.1** **Code of Maryland Regulation (COMAR).** Includes state regulation for programs of DORS and DDA.
- 3.2** **Community Rehabilitation Program (PROVIDER).** Per DORS definition, a private organization, usually non-profit, focused on providing services that may include assessments, job development and placement and intensive job skills training. Employment Specialists at the PROVIDER provide the extended services generally required by individuals with disabilities to maintain their employment.

3.3 Competitive Integrated Employment (CIE). As defined in section 7(5) of the Rehabilitation Act and §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 setting, and opportunities for advancement.

3.3.1 Competitive Earnings

- 3.3.1.1 The position pays an hourly wage at or above the state or local minimum wage rate, whichever is higher, for the area in which the employment site is located. For the most up-to-date information about Maryland State and Local minimum wage reference:
<https://www.dllr.state.md.us/labor/wages/wagehrfacts.shtml>
- 3.3.1.2 Wages comparable to the customary wages paid by the employer to employees without disabilities in a similar position.
- 3.3.1.3 The position does not require a method for determining hourly commensurate wages required under Section 14(c) of the Fair Labor Standards Act (FLSA) such as “time studies”.
- 3.3.1.4 The person is an employee hired on an individual basis and not part of a segregated or implied group.
- 3.3.1.5 If the job has been customized, it was done so through an individualized process to identify a job match as opposed to filling a slot held only for a person with a disability.
- 3.3.1.6 There is no mandated ratio of workers with disabilities.
- 3.3.1.7 The work is coordinated and facilitated by the person rather than a provider agency.
- 3.3.1.8 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.

3.3.2 Integrated setting. The position is integrated and complies with federal Home and Community-Based Services Final Regulation settings requirements when:

- 3.3.2.1 Employment typically found in the community, with a job environment typical of the type of work that is generally being performed.
- 3.3.2.2 Employment in which the employee with a disability interacts for the purpose of performing the duties of the position with other employees

within the particular work unit and the entire work site, and as appropriate to the work performed, other persons (e.g. customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

3.3.2.3 The position reflects the person's individual needs and preferences.

3.3.2.4 The setting provides the person with the opportunity to participate in negotiating his/her work schedule, break/lunch times and leave and medical benefits with his/her employer to the same extent as workers not receiving Medicaid funded Home and Community Based Services (HCBS).

3.3.2.5 The setting is physically accessible, including access to bathrooms and break rooms or provides appropriate adaptations/accommodations.

3.3.2.6 The setting allows people the freedom to move about inside and outside the setting as opposed to one restricted room or area within the setting to the same degree as other workers in their unit.

3.3.3 Opportunities for Advancement. The employment setting provides the individual with opportunities for advancement comparable with those available to employees without disabilities in similar positions. The person has similar opportunities for advancement and benefits when:

3.3.3.1 The person is eligible for the level of benefits provided to other employees without disabilities and has been informed of this eligibility.

3.3.3.2 The person has opportunities for advancement that are similar to those for other employees without disabilities who have similar positions and has been informed of these opportunities.

3.3.3.3 The person has opportunities for cross-training or other professional development activities that are similar to those that exist for other employees without disabilities who have similar positions.

3.4 **Coordinators of Community Services (CCS).** The DDA Administrative and targeted case management entity which coordinates services, plans and funding for individuals with intellectual and developmental disabilities. Coordinators of Community Services assist individuals with intellectual and developmental disabilities and their families in learning and gaining access to resources in their community, planning for their future, and accessing needed services and supports.

3.5 **Customized Employment.** A flexible process based on best practices that seeks to individualize the employment relationship between a job seeker/employee and an employer in ways that meet the needs of both.

3.6 **Employment First.** A national effort, fully supported by DORS, DDA and partner agencies, which seeks to ensure that individuals and youth of working age with the most significant disabilities consider competitive integrated employment as a preferred service and outcomes in planning for their lives.

3.7 **Employment Services (provided by DDA):**

- 3.7.1 **Discovery.** - A national best practice related to the Customized Employment process. A time-limited, comprehensive, person-centered, and community-based employment planning support service designed to better inform and assist an individual in identifying their abilities, interests, and ideal conditions of employment in an integrated employment setting.
- 3.7.2 **Job Development.** - Support provided for a person to obtain an individual job in a competitive integrated employment setting in the general workforce.
- 3.7.3 **Follow Along Services.** - Monthly supports which include a minimum of two face-to-face visits that occur after the person has transitioned into their job and are designed to ensure that the person has the assistance necessary to maintain their jobs.
- 3.7.4 **Ongoing Job Supports.** - Provides support to the person: (1) in learning and completing tasks in the person's competitive integrated employment, and (2) to maintain the person's competitive integrated employment.

3.8 **Extended Services for Youth with Most Significant Disabilities** – Section 604(b)(2) of the Act, as amended by WIOA, mandates that the VR agency make available extended services for youth with the most significant disabilities for a period not to exceed four years or until the individual reaches age 25, whichever comes first. The Act defines “youth with a disability” as an individual with a disability who is not younger than 14 years of age, and not older than 24 years of age. Extended Services may not be provided by DORS for individuals who are not youth with most significant disabilities.

3.9 **Individualized Plan for Employment (IPE).** A plan that is developed with an individual who has been determined eligible for DORS services and is able to be served under the Order of Selection. The IPE outlines the goods and services required for the individual to achieve the identified employment objective. The IPE is jointly developed, agreed upon, and signed by the eligible individual and, when applicable, the legal guardian, and the vocational rehabilitation counselor. If the individual is under the age of 21 and still in high school, the parent/guardian is required to sign the IPE along with the eligible individual.

3.10 **Job Coaching.** Support services and/or strategies provided to an individual who has been placed in employment in order to stabilize the placement and enhance job retention. These services and/or strategies are provided to individuals with a most significant disability by a job coach or employment specialist to teach the individual the essential skills necessary to complete required job tasks in addition to what is normally provided by the employer. This service may be provided during intensive service provision funded by DORS and/or during extended services provision funded by DDA. Youth with most significant disabilities who are not yet approved to receive funding for long-term supports from DDA may be funded by DORS to receive Extended Services for Youth with Most Significant Disabilities for a maximum of 4 years or until the individual reaches age 25 and no longer qualifies as a youth with a disability, whichever comes first.
Job coaching services funded by DORS are for individuals in competitive integrated employment settings except in cases where the job coaching is for an unpaid internship or paid adult learning experience as part of an IPE leading to competitive integrated employment. Job coaching schedules include Short term Job Coaching, Transition to Long-term Funding Source Job Coaching, Transition to Natural Supports Job Coaching, and Youth Extended Services Job Coaching. Job coaching is not provided to support students involved in a work based learning experience.

3.11 **Job Development.** A DORS term that involves employment-focused activities, including those found in the customized employment process, provided on an individual basis designed to identify competitive integrated employment for which the individual qualifies and in which the individual has expressed their interest. Job development is essentially, “job matching,” an effort to match skills, abilities, interests, and characteristics to available jobs for an individual, and may include customized employment. Development of and placement in jobs is not a supported employment service and must be paid using funds other than supported employment funding.

3.12 **Job Stabilization.** A DORS term as defined in the Workforce Innovation and Opportunity Act. Job stabilization is the point in which:

All reasonable support needs have been addressed including worksite accommodation and employer concerns.

The individual is satisfied with the type of work and number of hours worked per week.

The individual has achieved their highest expected level of independence on the job and has reached a predictable level of intervention.

Fading has occurred and DORS has evidence that establishes the appropriate level of extended support needed by the individual.

The individual may be considered as having achieved job stabilization upon successful transition from short-term intensive support funded by DORS to extended services, provided either with DORS funding (for youth with the most significant disabilities only) or another long-term funding source, including natural supports. Day one of the 90-day requirement for a successful supported employment DORS closure begins when the individual has achieved initial job stabilization and is transferred to extended services funded by a program other than DORS or by natural supports.

3.13 Natural Supports. Employment supports that may include training support, social skills support, health support, community support, and job retention support, which may be provided by coworkers, mentors, management, supervisors, family members, and/or friends to foster an individual's independence and integration in the workplace.

3.14 Order of Selection. Vocational rehabilitation services shall be provided based upon availability of funds. Because sufficient funds are not available to provide vocational rehabilitation services to all eligible individuals, the Division has instituted an Order of Selection which has been in effect since February 1991. The Order of Selection categories are as follows:

Category I: Individuals with the Most Significant Disabilities.

Category II: Individuals with Significant Disabilities.

Category III: Individuals with Non-Severe Disabilities. This includes individuals determined eligible for Vocational Rehabilitation Services but who are determined to not have a significant or most significant disability.

3.15 Person Centered Plan (PCP). A plan, developed through the Coordinators of Community Services, with eligible individuals, to be updated at least annually, but as often as necessary. The PCP includes information related to competitive integrated employment goals as well as the identification of any barriers to employment.

3.16 Pre-Employment Transition Services. The Workforce Innovation and Opportunity Act (WIOA) amends the Rehabilitation Act of 1973 and now requires vocational rehabilitation (VR) agencies to set aside at least 15% of their federal funds to provide "Pre-Employment Transition Services" to "Students with Disabilities who are eligible or potentially eligible for VR services." Pre employment transition services consist of the below listed services:

- 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 postsecondary educational programs;
- Workplace readiness training to develop social skills and independent living;
- Instruction in self-advocacy.

3.17 Rehabilitation Services (Rehabilitation Act). As appropriate to the needs of each individual, the following are available vocational rehabilitation services: 1) assessment for determining eligibility and priority for services; 2) assessment for determining vocational rehabilitation needs; 3) counseling and guidance, including personal adjustment counseling; 4) referral and other services necessary to help applicants and eligible individuals secure needed services from other agencies, and advice to those individuals about client assistance programs; 5) physical and mental restoration services; 6) vocational and other training services, including personal and vocational adjustment training, books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community/junior colleges, vocational schools, technical institutes, or hospital schools or nursing) may be paid for with funds under this part unless maximum efforts have been made by the State unit to secure grant assistance in whole or in part from other sources; 7) maintenance; 8) transportation in connection with the rendering of any vocational rehabilitation service; 9) vocational rehabilitation services to family members of an applicant or eligible individual if necessary to that individual's vocational rehabilitation; 10) interpreter and note-taking services for individuals who are deaf and tactile interpreting services for individuals who are deaf-blind; 11) reader services, rehabilitation teaching services, note-taking services, and orientation and mobility services for individuals who are blind; 12) recruitment and training services to provide new employment opportunities in the fields of rehabilitation, health, welfare, public safety, law enforcement, and other appropriate public service employment; 13) job search and placement assistance and job retention services; 14) supported employment services, including extended services for youth with most significant disabilities; 15) personal assistance services, including training in managing, supervising, and directing personal assistance services; 16) post-employment services necessary to maintain, regain, or advance in employment, consistent with the individual's abilities, capabilities and interests; 17) occupational licenses, tools, equipment, initial stock and supplies; 18) rehabilitation technology,

including vehicular modification, telecommunications, sensory and other technological aids and devices; 19) transition services, including Pre-Employment Transition Services; and 20) other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3.18 Student with a Disability. One who meets all of the following criteria:

- Is at least 14 and is not older than 21 years of age (has not yet reached 22nd birthday).
- Has a disability and has submitted the required qualifying medical documentation signed by a medical provider or a copy of IEP or 504 Plan.
- Has documentation confirming enrollment as a student in an educational program, including:
 - Secondary school, including home school and alternative school programs (e.g., those housed within the juvenile justice system)
 - Post-secondary education programs approved by a state's Higher Education Commission (i.e., Maryland Higher Education Commission)
 - Adult basic educational programs which lead to a recognized educational credential (e.g., GED or high school diploma)

3.19 Supported Employment Services. Services that provide on-going supports to assist individuals with the most significant disabilities to maintain competitive employment in an integrated work setting.

3.20 Transition Services. A coordinated set of activities for a student, designed within an outcome-oriented process, which promotes movement from school to post school activities, including post-secondary education, competitive integrated employment (including supported employment), continuing and adult education, and/or community participation.

3.21 Workforce Innovation and Opportunity Act (WIOA). The Workforce Innovation and Opportunity Act (WIOA) is a federal act that was signed into law in July 2014. 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 15% of their federal funds to provide pre-employment transition services specifically to "Students with Disabilities" and 50% of their federal supported employment funds to provide extended services to youth with most significant disabilities.

4. Roles. Refer to Attachments A and B of this MOU for the Roles and Responsibilities of each party.

4.1 **Mutual Roles.** Both parties shall aspire to the following goals under this MOU:

4.1.1 Use the Employment First approach and establish and promote a goal that all persons with disabilities who want to work in the community will be afforded an opportunity to pursue competitive integrated employment that allows them to work the maximum number of hours consistent with their abilities and preferences.

4.1.2 Continue to identify and support individuals who are seeking employment, including increasing individualized, competitive integrated supported employment outcomes.

4.1.3 Participate in ongoing collaboration to implement this agreement.

4.1.4 Work collaboratively to design a coordinated service system that will produce positive employment outcomes and engage vocational rehabilitation, Coordinators of Community Services, service providers (community rehabilitation programs) and other stakeholders at the local level.

4.1.5 Determine gaps or other issues in services and implement a plan to eliminate those gaps or issues.

4.1.6 Encourage networking, collaboration, among DORS and DDA at regional and local levels. The agencies agree to seek express written consent from participants to share information for the provision of services (for example, Medicaid information (DDA), DDA award letter, Social Security Administration benefits, state issued identification, certificate of completion/high school diploma).

4.1.7 As permitted by law, and with the express written consent of the participant, encourage DORS and DDA Providers to exchange information and access to records of services of persons jointly served including the DORS provided IPE, detailed referrals with participants' employment goal(s), and authorizations for services approved to be provided. DDA Providers will be encouraged, as permitted by law, to exchange or provide monthly progress reports with requested attachments and invoices. See attachment E.

4.1.8 Maximize the use of public funds of DORS and DDA by assuring non-duplication of services and resources, while ensuring accountability.

4.1.9 Maximize the quality-of-service delivery by ensuring an efficient and effective referral process, individual program planning, coordination of intensive VR

services, including extended services, for those individuals requiring employment services.

- 4.1.10** Meet on a regular basis or at least quarterly, and more often as necessary, to identify policies and practices that present systemic barriers to quality employment service delivery for individuals with disabilities and develop appropriate resolutions to remove such barriers.
- 4.1.11** Provide cross-training opportunities for State agency staff and key stakeholders, to ensure a mutual understanding of both DORS and DDA employment services and systems, including eligibility criteria, order of selection, funding, billing, data collection, rights and responsibilities, advocacy, confidentiality, and other relevant matters to foster communication among DORS and DDA executive and front-line staff, coordinators of community services, and service providers in order to improve service delivery.
- 4.1.12** With assistance from DDA, DORS will increase the number of service providers licensed or certified by DDA and approved by DORS to provide individualized, competitive integrated supported employment and improve the quality and outcomes of services, including jointly providing technical assistance at the regional/local level as new service providers are licensed and as needed for existing service providers.
- 4.1.13** Assure that written procedures and policies are disseminated to State agency staff, including regional and local level stakeholders.
- 4.1.14** Ensure a seamless transition of services and funding to individuals moving back and forth between DDA and DORS. A flowchart of processes of mutual adult individuals and potential mutual adult individuals is attached hereto as Attachment C.
- 4.1.15** Ensure a seamless transition of services and funding to youth exiting secondary education and applying for DDA and DORS services. A flowchart of this process is attached as Attachment D.
- 4.1.16** Encourage an environment that ensures that all agency staff and key stakeholders support employment outcomes for individuals, regardless of disability type.

5. Term & Termination.

- 5.1** **Effective Date.** This MOU becomes effective immediately upon the signature of all parties (the “Effective Date”).
- 5.2** **Term.** The term of this MOU begins on the date the agreement is fully signed.

Memorandum of Understanding Between Maryland State Department of Education’s Divisions of Rehabilitation Services and the Developmental Disabilities Administration

- 5.3 **Review.** The parties agree to formally review this agreement at least every three years.
- 5.4 **Termination.** This MOU may be terminated at any time without cause by either party upon written notice provided by the State Superintendent of Maryland State Department of Education or Secretary of the Department of Health sixty (60) days in advance of the effective date of termination.

6. Legal Provisions.

- 6.1 Nothing in this MOU shall substitute, or represent a change in, the party's legally mandated responsibilities or prohibitions.
- 6.2 **Resolution of Conflicts.** For the resolution of disputes arising over issues addressed in this MOU, both parties will use the appropriate steps and methods as described herein. In the event that an impasse should arise between the Parties regarding terms and conditions, performance, or administration of this MOU, Parties agree to first attempt to resolve any conflicts at the MOU contact level identified by the agencies. Should there be no resolution, the Parties agree to present the dispute to the DDA Deputy Secretary and Assistant State Superintendent for Vocational Rehabilitation. If a dispute is not resolved at that level, the parties agree to submit the dispute to the MDH Secretary and State Superintendent of Schools for resolution.
- 6.3 **Dissemination.** Upon execution by both parties, this MOU will be distributed to the signatories and their state level representatives. Each party will disseminate copies of this MOU to those staff and contractors who need to know within DORS and DDA.
- 6.4 **Amendment.** This MOU may be modified in writing at any time by the mutual consent of the parties.
- 6.5 **Severability.** Any term of this MOU which violates any law, regulation, or requirement under which DORS or DDA are required to operate is automatically null and void but has no effect on the remainder of this MOU.
- 6.6 **Indemnification.** To the extent permitted by Maryland law and to the extent of available appropriations, each Party 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 any Party may be entitled under Maryland law, or otherwise. No Party to this MOU shall assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with Provider's performance or operation of the MOU. Provider is responsible for providing legal counsel to represent board members, officers, employees, volunteers, successors, or assigns in any matter related to carrying out this MOU. Neither the State of Maryland,

Maryland State Department of Education, Division of Rehabilitation Services will provide legal representation to the Provider or any officer, board member, employee, volunteer, successors, or assigns for any purpose related to this MOU.

6.7 **Entire Agreement.** The parties intend that this MOU (a) represents the final expression of the parties' intent and agreement between the parties relating to the subject matter of this MOU; (b) contains all the terms the parties agreed to relating to the subject matter of this MOU; and (c) replaces all the parties' previous discussions, understandings, and agreements relating to the subject matter of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated below.

By:



Carey M. Wright Ph.D.
State Superintendent
Maryland State Department of Education

By:



Meena Seshamani, MD, Ph.D.
Secretary
Maryland Department of Health

11/13/2025

Date

11/14/2025

Date

By:



Geoff Sanderson
Chief of Accountability
Maryland State Department of
Education

11/13/2025

Date

By:



Marlana R. Hutchinson, Deputy Secretary
Developmental Disabilities Administration

11/13/2025

Date

By:

Erikk Bonner

Dr. Erikk Bonner
Assistant State Superintendent
Division of Rehabilitation Services,
Maryland State Department of Education

11/12/2025

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Elliott Schoen

11/05/2025

Elliott L. Schoen
Principal Counsel
Maryland Office of the Attorney General,
Maryland State Department of Education

Date

Christopher Goz dor

11/07/2025

Christopher Goz dor
Assistant Attorney General
Maryland Office of the Attorney General,
Maryland Department of Health

Date

Attachment A

DORS's Roles & Responsibilities

I. About: DORS is the official State Agency that administers the vocational rehabilitation (VR) program, which is an integral part of the statewide workforce investment system. The VR program provides an array of employment-related systems and opportunities required for the achievement of the employment goals for eligible individuals with disabilities who can be served under the order of Selection as well as Pre-Employment Transition Services for students with disabilities. DORS assures that individuals exercise informed choice to assist them to identify their strengths, resources, priorities, capabilities, concerns, and interests including vocational goals. DORS will facilitate the development of the Individualized Plans of Employment (IPE) that document vocational goals and address identified employment barriers for eligible individuals. DORS also provides and purchases goods, services, assistive technology, aids, and devices in support of the IPE. Services provided are consistent with the individual's strengths, resources priorities, concerns, abilities, compatibles, and informed choice.

There are 24 local DORS offices located in communities throughout Maryland to serve individuals with disabilities seeking competitive integrated employment, including Supported Employment. DORS maintains liaisons to DDA and mutual providers across the state. DORS also has a liaison to every public high school in Maryland and works collaboratively with State and Local Education Agencies to provide transition services, to include Pre-Employment Transition Services, to students.

II. Responsibilities:

A. In general: DORS shall be responsible for performing the roles and responsibilities set forth in Attachment A of this MOU, attached hereto and incorporated herein:

- i. Provision of Pre-Employment Transition Services.** DORS will make available Pre Employment Transition Services to potentially eligible Students with Disabilities and eligible Students with Disabilities, made known to DORS, statewide.
- ii. Management of Referrals for Vocational Rehabilitation Services.**
 1. Within 10 days of receipt of referral, a letter and an application packet will be sent to the individual. The referral source will receive a copy of the letter.
 2. Within 30 days of receipt of referral, an initial interview will take place.
- iii. Determination of Eligibility.** Within 60 days of receipt of a completed and signed DORS Application for Rehabilitation Services, DORS will determine whether an individual is eligible, or presumed eligible, for vocational rehabilitation services, based on the following federal criteria:

1. The presence of a physical or mental impairment which for the individual constitutes or results in substantial impediment to employment.
2. The individual applicant requires and may benefit from vocational rehabilitation services to prepare for, secure, maintain or regain competitive integrated employment consistent with the applicant's strengths, resources, priorities, concerns abilities, capabilities, interest, and informed choice.

iv. **Presumed Eligibility.** An applicant who is a recipient of Social Security Disability Insurance (SSDI) benefits and/or Supplemental Security Income (SSI) is presumed eligible for VR services but may be subject to an Order of Selection.

v. **Expedited Eligibility.** Individuals who have been determined eligible for DDA services and are pursuing competitive integrated employment may be subject to an Order of Selection. The DORS counselor may use information provided by the DDA provider or CCS to expedite the eligibility determination process.

vi. **Determination of Severity of Disability and order of Selection.** This category is based on the federal definition of "significant" and "most significant" disability. The DORS counselor will determine eligibility and assign the individual to an Order of Selection category. Provision of services will depend on the Order of Selection assignment.

vii. **Eligibility for Supported Employment.** DORS will determine whether an individual is eligible for supported employment consistent with the definition authorized under title VI of the Rehabilitation Act of 1973 (29 U.S.C 701 et seq.), as amended by the Workforce Innovation and Opportunity Act (WIOA) (29 USC 3101), and COMAR 13A.11.01.03B(30) and the criteria in DORS Rehabilitation Services Manual 2, section 900.:

1. The individual must:
 - a. Be determined eligible for rehabilitation services;
 - b. Be determined to have a most significant disability; and
 - c. Be determined by the DORS counselor to require supported employment based on a comprehensive assessment of the individual's vocational needs, unique strengths, resources, priorities, choices, concerns, abilities, capabilities, interest, and informed choice. This comprehensive assessment may include information gathered from other sources e.g., DDA's Discovery Profile when available.

- d. In the event that an individual is determined ineligible for DORS services, in accordance with DORS Rehabilitation Services Manual 2, section 800, the individual's Coordinator of Community Services will be notified.

viii. **Development of an Individualized Plan for Employment (IPE).** DORS will facilitate the development of an IPE (including at least two substantial services) with eligible individuals who can be served under the Order of Selection and can benefit from DORS services to assist the individual in obtaining competitive integrated employment. At least two specific services to be provided by DORS and other entities based on the needs and abilities of the individual will be identified on the IPE. Pending local availability and eligibility, DORS may provide and/or coordinate services required to achieve the competitive integrated employment goal of the individual, which may include:

1. Vocational counseling and guidance
2. Medical and psychological assessments
3. Vocational assessments
4. Medical rehabilitation services
5. Vocational and other training services, which may include Pre Employment Transition Services
6. Rehabilitation technology assessments
7. Supported employment services
8. Job-related support services, including job search and placement assistance, job coaching services, and follow-up services
9. Technical assistance and consultation services related to self-employment or telecommuting
10. Benefits counseling
11. Other services which are required for the individual to be successful in competitive integrated employment, such as the purchase of assistive technology equipment and/or workplace accommodations.

ix. **Collaborative Efforts.** In an effort to provide improved competitive integrated employment outcomes for individuals with disabilities, including intellectual and developmental disabilities, DORS will:

1. Copy the referral source (e.g., provider, CCS) on the initial referral and appointment letter.
2. Obtain the information required in section B(c) (ii) from referring DDA provider and/or referring CCS.
3. Designate a DDA liaison within each DORS district.
4. Utilize the DDA Person Centered Plan (PCP and, if available, Discovery Profile, and local labor market information, to the maximum extent possible when working with an individual to set their employment goal, address barriers to employment, and create the IPE.

5. Invite the CCS and/or provider representative to team meetings, including at a minimum, the intake meeting and IPE planning meetings(s).
6. When requested, provide a copy of the finalized IPE to the individual's CCS to be attached to the individual's PCP.
7. Provide a copy of the finalized IPE to the individual's provider representative.
8. DORS shall notify provider 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 of the provider agency.
9. Provide job placement assessment consistent with DORS policy to assist individuals with reaching their competitive integrated employment goal.
10. Provide supported employment services, not to exceed 24 months, which may include job coaching, until job stabilization is reached. Prior to stabilization, it is anticipated that the individual will need fewer hours of support, as reflected in the Intensive Monitoring and Facing Schedule (Attachment 800-3). At the time of Job Stabilization, extended long-term support services funded by DDA may begin. The individual's case with DORS will be closed no earlier than 90 days after Job Stabilization.
11. Provide extended services to youth with disabilities, after job stabilization has been obtained, in the rate instance that DDA funded employment services are delayed or denied. In this situation, extended services may be provided through DORS until DDA extended services become available, up to four years, or until the individual turns 25, whichever occurs first. The individual's case with DORS will be closed as successfully rehabilitated after DORS-funded extended services are completed.
12. Facilitate transition to extended services, provided by DDA, once job stabilization has occurred. The process for students/youth is referenced in Attachment D, and the process for adults is referenced in Attachment C.

B. Local Level Responsibilities and Implementation Activities. In addition to the general roles and responsibilities above, on a local level, DORS agrees to:

1. Establish DORS liaisons to DDA providers, who will:
 - a. Process referrals received from a DDA provider within 10 days of receipt,
 - b. Arrange and attend periodic meetings with assigned DDA providers to:
 - i. Discuss services funded by DORS,
 - ii. Provide information regarding policies and procedures related to Order of Selection/priority services, application requirements, and the need to provide current medical, social, vocational, and other pertinent information for determining eligibility and priority of services
 - iii. Address concerns of mutual individuals, and
 - iv. Ensure proper authorization of services and resolve

invoice concerns.

- c. Establish linkages with DDA regional offices, CCS providers, DDA service providers, and local school systems.
- d. Determine eligibility of all individuals referred to DORS for VR and supported employment services in an efficient and timely manner, not to exceed maximum federal timelines.
- e. Establish a counseling relationship to promote the individual's full involvement and informed choice in the rehabilitation process.
- f. Initiate the IPE and assist the individual and/or advocate in developing this person-centered plan, not to exceed maximum federal timelines.
- g. Provide a copy of the IPE to the individual's provider or CCS for inclusion in their PCP.
- h. Provide all services, including intensive, time-limited, supported employment job coaching services, based upon the individual's needs and eligibility, including extended services as appropriate.
- i. Explore and facilitate extended resources, including natural supports, (e.g., unpaid supports provided by a co-worker) as appropriate.
- j. Except for assessment and job development/coaching services, determine the financial need for services on an individual basis, consistent with DORS policy. The individual or any person claiming the individual as a dependent for federal tax purposes may be required to participate in the cost of services.
- k. Certify eligibility for State and federal disability tax credits.
- l. Establish linkages to Social Security benefits and Work Incentives planning services for individuals through their local Work Incentives, Planning and Assistance Project.
- m. Encourage the use of services available through local workforce partners, including American Job Centers.

C. State Level Responsibilities and Implementation Activities. In addition to specific roles and responsibilities above, on a state level, DORS agrees to:

- 1. Develop and maintain purchase of service agreement with community rehabilitation providers statewide.
- 2. Maintain a statewide database, including information about services provided to individuals with disabilities, including intellectual and developmental disabilities and cross share information with DDA within the capacity of the DORS case management system.

3. Conduct professional development activities to enhance the quality and effectiveness of VR services.
4. Conduct program evaluation activities that address program effectiveness and individual's satisfaction and that track and measure employment outcomes of individuals with intellectual and developmental disabilities who receive both DDA and DORS services.
5. Work with DDA to ensure an adequate pool of certified local employment service providers across the state.
6. Ensure that all DORS and DDA confidentiality requirements are consistently followed. See Attachment E.
7. Work with DDA staff to provide cross training and common messaging.

Attachment B

DDA's Roles & Responsibilities

I. About: DDA provides supports and services to youth and adults with intellectual and developmental disabilities. Eligible individuals and their families can access Coordinators of Community Services (CCS) and generic or specialized services to provide support, including appropriate employment support, based on the individual needs and preferences of the person. These services are intended to support individuals to live self-determined and productive lives, integrated within their chosen community and throughout their lifespan. The DDA provides a coordinated service delivery system for individuals with intellectual and developmental disabilities, and their families, to receive appropriate services oriented toward the goal of integration through community membership and employment. Services that support individuals with realizing their employment goals currently include Supported employment, Community Learning Services, Employment Discovery & Customization and Day Habilitation, as well as individual support services, behavioral support, Coordination of Community Services and Transportation. Individuals may choose to self-direct DDA funded services, including, but not limited to, employment services. DDA funds, regulates, and monitors community-based services through four regional offices and through a network of Coordinators of Community Services and licensed and approved service providers. The four regional offices are responsible for developing, coordinating, and evaluating services, monitoring providers and Coordinators of Community Services and approving funding. Pursuant to Title XIX of the Social Security Act and Title 42 of the Code of Federal Regulations, DDA is intended to be the payer of last resort if the waived service and funding for such service is available through DORS.

II. Roles:

- i. Determination of Eligibility.** DDA will determine eligibility for DDA funded services, based on the following criteria:
 1. Individuals must meet the definition of a "developmental disability," as defined in statute and COMAR; which at the time this MOU became operative meant that they must have a severe, chronic disability that:
 - a. Is attributable to a physical or mental impairment other than the sole diagnosis of mental illness, or to a combination of mental and physical impairments;
 - b. Is manifested before the individual becomes 22 years old;
 - c. Is likely to continue indefinitely;
 - d. Results in an inability to live independently without external support or continuing and regular assistance; and

- e. Reflects the need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are individually planned and coordinated for the individual.
2. Individuals who do not meet the definition of an individual with an intellectual developmental disability may be eligible for “Individual Support Services”, if they have a “severe, chronic disability”, which is attributable to a physical or mental impairment, other than the sole diagnosis of mental illness, and is likely to continue indefinitely.

ii. Development of a Person-Centered Plan (PCP)

1. The Coordinators of Community Services will facilitate the development of a Person-Centered Plan with eligible individuals, to be updated annually. If an assessed need is demonstrated, the PCP will include information related to competitive integrated employment goals, as well as the identification of any barriers to employment. The PCP will work to address barriers to employment as expressed by the individual and revisit the decision to pursue competitive integrated employment annually, if necessary.
2. The DDA provider or CCS will consider providing a referral to DORS if an individual is:
 - a. Not employed but expresses interest in competitive, integrated employment;
 - b. Employed in a competitive, integrated environment and requires intensive, time-limited vocational supports to stabilize the employment, which are not covered by DDA funded services; or
 - c. Interested in competitive, integrated employment, but has not explored and exhausted all applicable DORS funding sources regarding such employment.

iii. DORS Referral and Application Process.

1. Consistent with WIOA and Employment First, DDA staff, CCSs and providers will encourage individuals not already employed, to consider competitive integrated employment. If interest in CIE is sustained, a DORS referral will be generated by the CCS and/or DDA provider and forwarded to the local DORS office for processing.
2. Within 10 days of receipt of referral, a letter and an Application packet will be sent by DORS to the individual. The referral source will receive a copy of the letter. The DDA provider and/or CCS will assist the individual in scheduling an intake appointment with DORS and completing application materials, as necessary.

- a. Application materials must, at minimum, include the following:
 - i. Completed DORS Application Packet
 - ii. Documentation of current services as documented in PCIS2 and/or LTSS
 - iii. Confirmation of availability of long term supports, as applicable
 - iv. DDA Person Centered Plan
 - v. Name and contact information of Coordinator of Community Services and a release for information exchange
 - vi. Signed release of information and completed DORS referral
 - vii. Most recent pertinent and applicable medical documentation and/or assessments
 - viii. Preliminary documentation related to employment exploration, if applicable (e.g., Discovery Profile, information related to previous employment history, and preliminary benefits planning report when available (and other efforts toward CIE.
- 3. **Collaborative Efforts.** In an effort to provide improved competitive integrated employment outcomes for individuals with disabilities, including intellectual and developmental disabilities, DDA will:
 - a. Encourage the CCS, Provider staff or Support Broker to do the following, consistent with the consent of the individual:
 - i. Attend as many collaborative team meetings as possible so that information is shared and understood by the entire team.
 - ii. Invite DORS to team meetings and/or share information as necessary.
 - iii. Update the PCP to reflect the DORS plan (IPE) in a timely fashion, as needed, to support necessary changes in supports for the individual.
 - iv. Provide long term support services for eligible individuals, as needed and approved, once a DORS funded individual achieves stabilization on their job.
 - v. Refer an individual for the appropriate DDA services at the individual's request and when the team agrees that it is the appropriate course of action.
 - vi. Share information on new services provided to the individual with the team, including DORS, as they arise.

- vii. Provide DORS with confirmation of long-term supports through DDA as soon as it is available, as reported in the PCIS2 or LTSS system, for individuals.

iv. Local Level Roles and Implementation Activities. In addition to the general roles above, on a local level, DDA agrees, as appropriate, to:

1. Determine eligibility for DDA services;
2. Inform individuals and their families that employment will be the first option considered for all individuals of working age, and inform them of the benefits of employment through Employment First policy;
3. Provide referrals to local DORS offices with or on behalf of individuals with intellectual and developmental disabilities;
4. With consent of the individual, provide DORS with a copy of the individual's PCP and confirmation of extended services to confirm that the individual is a mutual consumer and has long term supports.
5. Establish linkages with DORS local offices and local school systems (as appropriate);
6. Provide information and assistance to individuals in the selection of a DDA provider of services; and
7. Initiate the development of a Person-Centered Plan that includes identifying barriers to employment and services provided to address and remove those barriers and include, for the accomplishment of employment and other desired goals and outcomes. When available, include the individual's DORS IPE as an attachment.

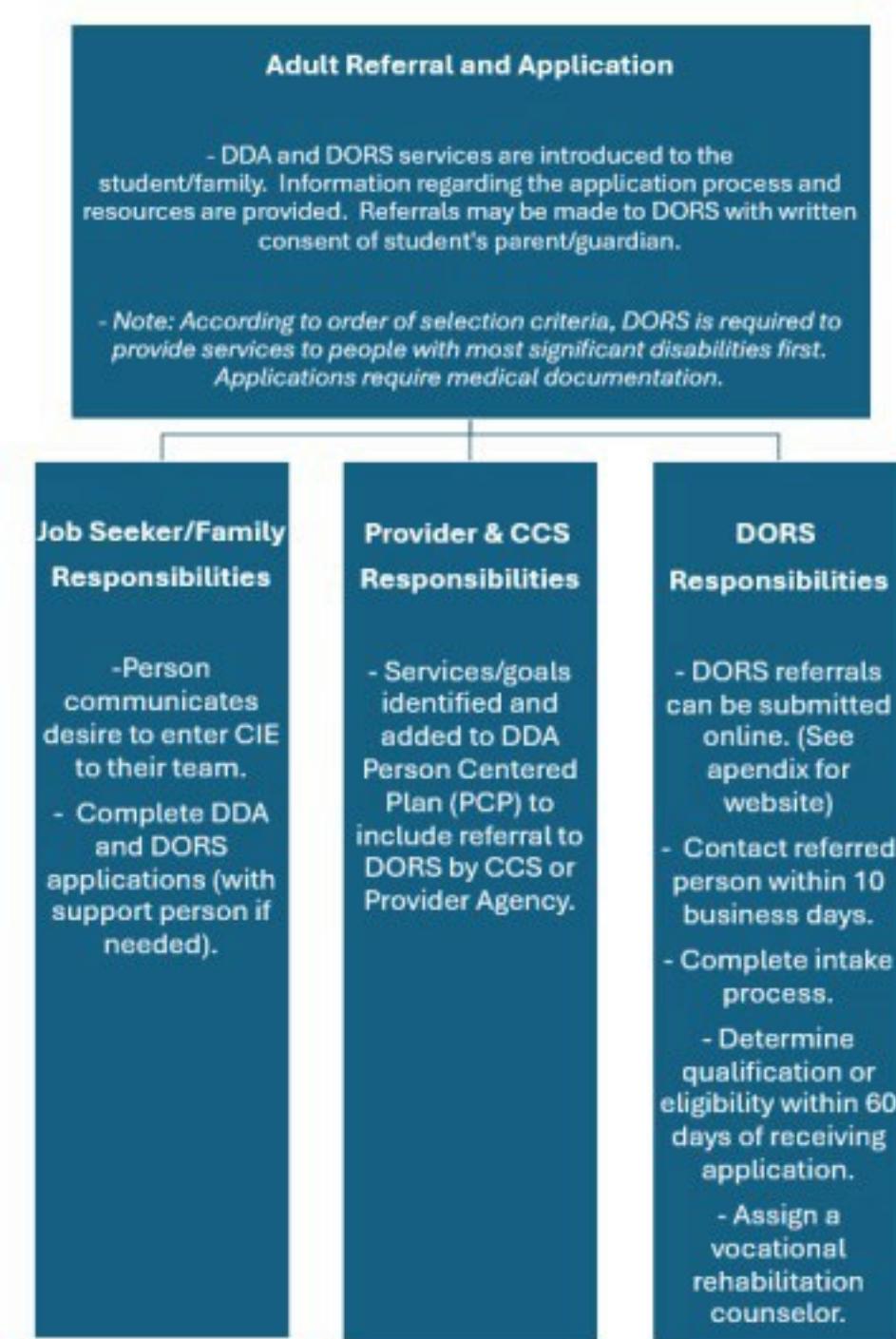
V. State Level Roles and Implementation Activities. In addition to specific roles and responsibilities above, on a State level, DDA agrees, as appropriate, to:

- i. Collaborate with DORS staff specialists to develop and promulgate regulations, policies and procedures related to improving the quality of employment services for individuals with intellectual and developmental disabilities.
- ii. Monitor local service providers' compliance with COMAR, conduct quality assurance activities to determine whether individuals are receiving quality services, and conduct a quality-of-life survey for individuals receiving services for continuous program enhancement at the service provider level.
- iii. Assign a Coordinator of Community Service to establish eligibility for DDA services and provide technical assistance with the selection of a DDA service provider.
- iv. Dedicate funding each fiscal year to provide supported employment services for transitioning youth, contingent upon legislative budget approval.
- v. Provide long term funding for extended employment services following job stabilization to the extent funds are available for the individual.
- vi. Ensure that all DDA confidentiality requirements are consistently

followed. See Attachment E.

vii. Work with DORS staff to provide cross training and common messaging.

ATTACHMENT C
Adult Flowchart



Memorandum of Understanding Between Maryland State Department of Education's Divisions of Rehabilitation Services and the Developmental Disabilities Administration

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Memorandum of Understanding Between Maryland State Department of Education's Divisions of Rehabilitation Services and the Developmental Disabilities Administration

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DORS Employment Services

- Community Rehabilitation Program (CRP)
- Individualized Plan for Employment (IPE)
- Employment Specialist (ES)

DDA Coordinator of Community Services (CCS) Responsibilities	DORS Vocational Counselor Responsibilities	Job Seeker/ Family Responsibilities	Expectations of Community Rehabilitation Program (CRP)
<ul style="list-style-type: none">- Be an active and participating member of the support team.	<ul style="list-style-type: none">- Develop IPE and implemented within 90 days of eligibility determination.- Authorize supported employment, job development, and job coaching services from DORS.- Once CIE is obtained, DORS and provider agency will develop transitional plan to DDA for long-term supports.	<ul style="list-style-type: none">- Maintain communication with DORS Vocational Counselor, Employment Specialist (ES), and CCS.- Maintain chosen CIE with appropriate supports.	<ul style="list-style-type: none">- Be an active and participating member of the support team.- Provide job coaching services utilizing long-term fading scale for long-term funded person- Provide employment verification.- Inform DORS Vocational Counselor and CSS of job stability.- Report progress monthly.

Transition to DDA Employment Services

- If interested in CIE, job seekers should first apply for DORS services to receive short term job development, job coaching, and other vocational rehabilitation (VR) services.
- DORS is the "primary funder" or "primary payer," unless the specific service is not funded by DORS.
- DDA is considered the "payer of last resort."

Pursuant to the Centers for Medicare and Medicaid Services (CMS) with the agreement of the Rehabilitation Services Administration (RSA), DORS funding should be exhausted first.

DDA Coordinator of Community Services (CCS) Responsibilities	DORS Vocational Counselor Responsibilities	Job Seeker / Family Responsibilities	DDA Responsibilities
<ul style="list-style-type: none">- Before authorized DORS services end, CCS will update the PCP to include DDA employment services.- Submit PCP service request to DDA regional office.	<ul style="list-style-type: none">- Include short term supported employment on job seeker's IPE.- Include DDA employment services on job seeker's IPE.- Once CIE is achieved, monitor for 90 days.- Close DORS case as successful.	<ul style="list-style-type: none">- Individual transitions to DDA extended services if needed, appropriate, and eligible.	<ul style="list-style-type: none">- Meetings are held between the funded individual, CCS, DORS, and DDA staff.- Review and authorize requested services within LTSS Maryland based on assessed needs.

DDA Employment Services

- Transition to long-term employment funding offered by DDA providers once DORS funding has ceased.
 - Individuals must use a DDA Employment Services provider for job development, Co-worker Employment Supports, Self-Employment Development Supports, and discovery milestones.

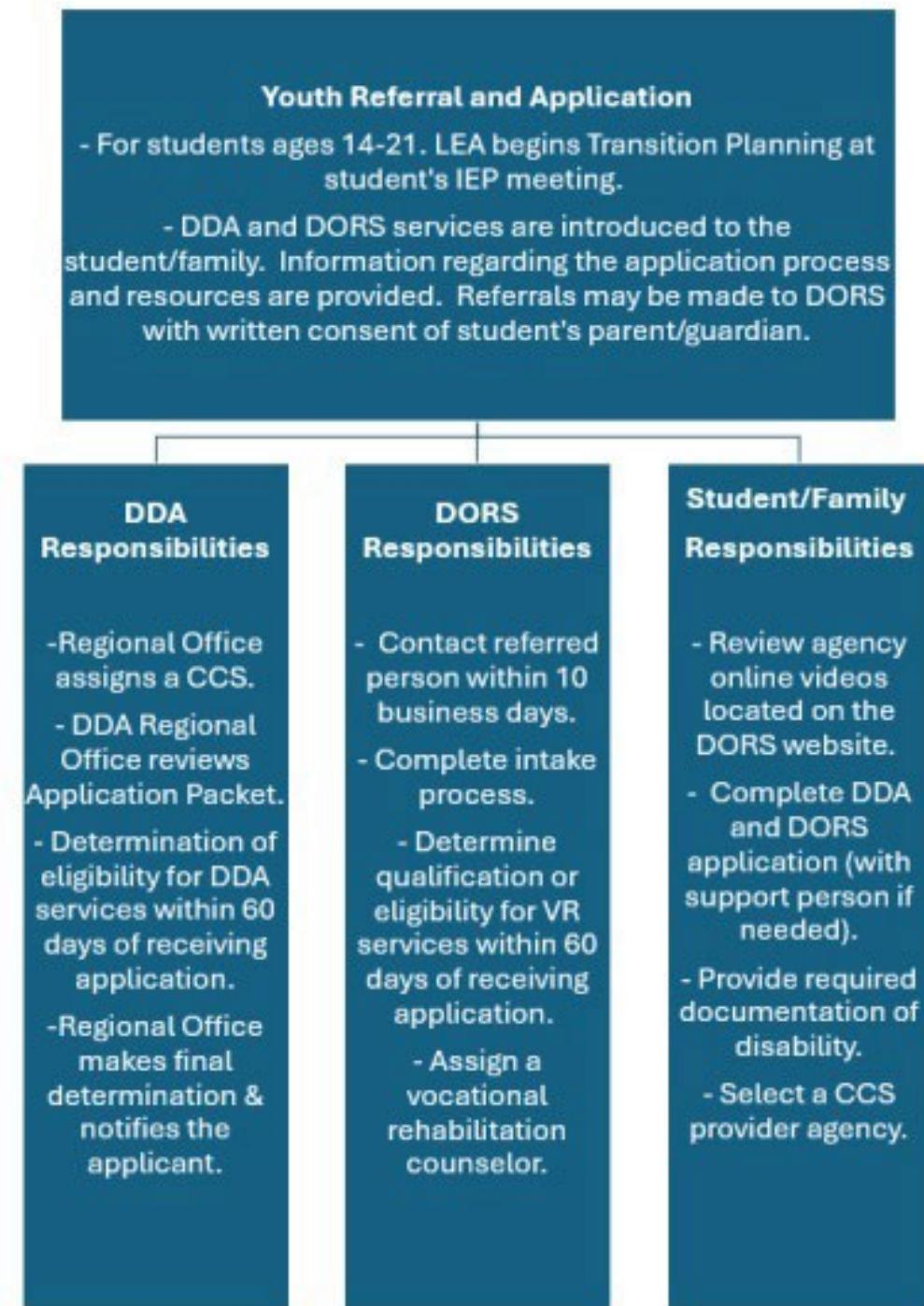


Appendix with Acronyms:

- * CCS – Coordinators of Community Service
- * CIE – Competitive Integrated Employment
- * CMS – Centers for Medicare and Medicaid Services
- * CRP – Community Rehabilitation Program
- * DDA – Developmental Disabilities Administration
- * DORS – Division of Rehabilitation Services
- * ES – Employment Specialist (DORS) or Employment Services (DDA)
- * IPE – Individual Plan for Employment
- * LTSS – Long-Term Support Services
- * PCP – Person-Centered Plan
- * RSA – Rehabilitation Services Administration
- * VR – Vocational Rehabilitation

DORS website: <https://dors.maryland.gov/consumers/Pages/referral.aspx>

ATTACHMENT D
Youth Services Flowchart



DORS Pre-ETS for qualified students with disabilities

- While in school, DORS may provide five (5) Pre-ETS to students.
- Services provide an opportunity to experience and explore the world of work and/or post-secondary education. These services are provided by DORS staff or community partners.



DORS Initial Job Coaching Supports for Eligible Students Who Are Receiving Student Employment Services

- For students ages 14-21.

- Assistance provided to students includes support for successful transition to independence on the job, intensive ongoing support before transitioning to DORS Youth Extended Services, and natural support at the job site.

DDA Coordinator of Community Services (CCS) Responsibilities	DORS Vocational Counselor Responsibilities	Student/Family Responsibilities	Expectations of Community Rehabilitation Program (CRP)
<ul style="list-style-type: none">- Work with student to connect them to DDA funded (if applicable) and other services that are not employment related.	<ul style="list-style-type: none">- Be an active and participating member of the support team.- Authorize job coaching services to support employment stability.- Document and communicate progress.- Work with the student's support team to confirm extended services for long-term supports are available.- Successfully close out job coaching services.	<ul style="list-style-type: none">- Maintain communication with DORS Vocational Counselor, Employment Specialist (ES), and CCS.- Maintain chosen CIE/stability.	<ul style="list-style-type: none">- Be an active and participating member of the support team.- Provide job coaching services .- Utilize long-term fading scale for long-term funded person.- Provide employment verification.- Report progress monthly.- Inform DORS Vocational Counselor and CCS of job stability.

DORS Student Employment Services for Eligible Individuals

- For students ages 14-21.
- Students with identified career goals or who require services beyond the 5 Pre-ETS can apply for Student Employment Services, an eligibility-based service.
- Services provided assist with obtaining Competitive Integrated Employment (CIE).
- Services can be provided while student is still in school, preparing for graduation, or after school is completed.

DDA Coordinator of Community Services (CCS) Responsibilities <ul style="list-style-type: none">- Be an active and participating member of the support team.- Update DDA plan and support the student during DORS Individual Plan for Employment (IPE) development meeting.- Attend DORS meetings with student as appropriate.	DORS Vocational Counselor Responsibilities <ul style="list-style-type: none">- Be an active and participating member of the support team.- Provide career counseling and guidance.- Develop Individualized Plan for Employment (IPE) within 90 days of eligibility, based on Informed Choice.- Authorize Pre-ETS and student employment services supports.- Document and communicate progress.	Student/Family Responsibilities <ul style="list-style-type: none">- Maintain communication with DORS Vocational Counselor, CSS, and providers.- Attend and participate in all scheduled meetings.- Work with support team to identify CIE options.- Actively participate in planned services.	Expectations of Community Rehabilitation Program (CRP) <ul style="list-style-type: none">- Be an active and participating member of the support team.- Provide Intensive Job Development Services.- Report progress/invoice for services monthly.
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Appendix with Acronyms:

- * CCS – Coordinators of Community Service
- * CIE – Competitive Integrated Employment
- * CRP – Community Rehabilitation Program
- * DDA – Developmental Disabilities Administration
- * DORS – Division of Rehabilitation Services
- * ES – Employment Specialist (DORS) or Employment Services (DDA)
- * IEP – Individual Education Plan
- * IPE – Individual Plan for Employment
- * LEA – Local Education Agency
- * Pre-ETS – Pre-Employment Transition Services
- * WBLE – Work-Based Learning Experience

Attachment E

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, 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.

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

- A. The Provider shall notify the Division of Rehabilitation Services when any Community Rehabilitation Program system that may access, process, or store PII data experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Division of Rehabilitation Services within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Division's Cooperative Agreement liaison, the Assistant State Superintendent in Rehabilitation Services for the Division of Rehabilitation Services, and the Staff Specialist for Community Rehabilitation Programs assigned to the Provider;
 - 2) notify the Division of Rehabilitation Services within two (2) hours if there is a threat to Community Rehabilitation Program's solution as it pertains to the use, disclosure, and security of PII; and
 - 3) provide written notice to the Division of Rehabilitation Services within one (1) Business Day after Community Rehabilitation Program's discovery of unauthorized use or disclosure PII and thereafter all information the State (or Division of Rehabilitation Services) requests concerning such unauthorized use or disclosure.
- B. The Provider'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. The Provider 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 the Provider's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Cooperative Agreement.
- D. The Provider 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 (including the Division of Rehabilitation Services) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

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Transaction Type

Signature Request

Sent At

11/04/2025 08:41:12 AM EST

Executed At

11/14/2025 09:48:45 AM EST

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Distribution Method

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AUDITS

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