

**THE MARYLAND DEPARTMENT OF DISABILITIES (“MDD”)
AND
THE MARYLAND DEPARTMENT OF LABOR, LICENSING AND REGULATION (“DLLR”)**

FOR INTENSIVE WORKSHOPS/EMPLOYER OUTREACH

This Memorandum of Understanding/Agreement, dated May 29, 2009 and entitled Intensive Workshops/Employer Outreach is hereby entered into between Maryland Department of Disabilities (“MDOD”) and the Maryland Department of Labor, Licensing and Regulation (“DLLR”), both agencies of the State of Maryland.

The services which are the subject of this Memorandum of Agreement are to commence on or about May 29, 2009 and terminate December 31, 2009 with potential of a one year renewal.

The total cost to MDOD for the provision of the described services shall not exceed \$66,000. This amount shall be payable quarterly to DLLR quarterly upon receipt of a specific invoice and in accordance with Section I of this Memorandum of Understanding/Agreement.

SECTION I. BILLING AND BUDGET

Services Provided by DLLR. DLLR shall provide services as set forth in Sections IV and V below.

Both parties agree to comply with the directives of the Comptroller of the State of Maryland concerning payment for inter-agency agreements. Payment to DLLR under this agreement will be made via the Financial Management Information System (FMIS) of the State Comptroller's Office, using an Interagency Transfer. DLLR shall include the following information on all invoices:

- 1.) Amount of invoice
- 2.) Services rendered
- 3.) Agency's Control Number (or ADPICS #)
- 4.) DHMH Control Number (or ADPICS #)
- 5.) Financial Agency Code
- 6.) PCA and Agency Object Codes
- 7.) Transaction Code

SECTION II. MANDATORY PROVISIONS

A. Nondiscrimination in Employment

DLLR and MDOD agree:

1) 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 handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and

3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Federal Funding Acknowledgement

1. There are programmatic conditions that apply to this contract. These conditions are contained in Section V, incorporated into the Duties of DLLR

2. This contract does contain federal funds.

3. The source of these federal funds is:

 (a) Medicaid Infrastructure Grant. The CFDA number is 93.768.

(b) Office of Disability Employment Policy, U.S. Department of Labor, Grant No. OD-16563-07-75-4-34 (Grant of National Technical Assistance and Research Center to Promote Leadership for Increasing Employment and Economic Independence of Adults with Disabilities).

(c) The conditions that apply to all federal funds awarded by the Department are contained in Funds Attachment B. The conditions that apply to this federally funded contract are contained in Section V.

4. Acceptance of this agreement indicates the parties' intent to comply with all conditions, which are part of this agreement.

SECTION III. MONITORS

The Agreement Monitor for MDOD shall be:

Jade Gingerich
Director of Employment Policy, MDOD
217 East Redwood Street, Suite 1300
Baltimore, MD21201
410-767-3651

The MDOD's Agreement Monitor is the primary point of contact within MDOD for matters relating to this Agreement. DLLR shall contact this person immediately if DLLR is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for DLLR shall be:

Paulette Francois
Deputy Assistant Secretary, Workforce Development
1100 North Eutaw Street
Baltimore MD 21201
410-767-3011

DLLR's Agreement Monitor is the primary point of contact within the DLLR for matters relating to this Agreement. DLLR's Agreement Monitor shall contact MDOD's Agreement Monitor immediately if DLLR is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SECTION IV. BACKGROUND INFORMATION OF AGREEMENT

The purpose of the agreement is to host intensive job seeking workshops for individuals with disabilities and to increase employer engagement and create an infrastructure that supports employers' efforts to create internships and to hire individuals with disabilities

The Employed Individuals with Disabilities (EID) Program, initiated in April 2006, is designed to encourage Marylanders with disabilities to work by providing them with full Medicaid coverage for a nominal fee. The Program seeks to ensure that people with disabilities will receive the health insurance they need while employed; in the past, individuals have often been forced to forego paid work in order to retain public health insurance, and most employer-sponsored health plans have not provided adequate coverage for many workers with disabilities.

MDOD is seeking to combine its EID outreach efforts with enhanced outreach to assist individuals to use SSI and SSDI work incentives and to increase the employability of job seekers and transitioning youth. The project will help job seekers with disabilities learn about the EID program, benefits counseling, and job seeking skills.

DLLR seeks to use Medicaid Infrastructure Grant (MIG) and National Technical Assistance and Research Center to Promote Leadership for Increasing Employment and Economic Independence of Adults with Disabilities (NTAR) funding to implement strategies in the BRAC Disabilities Action Plan and to pay for a series of Intensive Workshops targeted at job seekers with disabilities and for an Employer outreach staff position.

Overview:

"No Spare Marylander" ("NSM") will be a series of free of charge, day-long Workshops that each provides 15-25 job seekers with disabilities with information on their employment options. One-on-one activities will include resume and cover letter review, benefits counseling, and mock interviews. MDOD is seeking to partner with DLLR and local One Stops and DPNS who will select accessible venues for the Workshop, recruit and register participants, arrange for breakfast and lunch and any accommodations for job-seekers in attendance. MDOD will provide speakers and hand-outs for each day's program.

MDOD is looking to host Workshops in the following locations: Harford and Anne Arundel Counties and to pilot a Transition Youth NSM in Baltimore County. All workshops must be held prior to December 31, 2009. DLLR will pay for costs associated with a NSM in Montgomery County as well as any other NSM's requested by

local WIBs.

In addition, the purpose of the agreement is to utilize the business expertise of DLLR in engaging employers and creating a cross agency infrastructure that supports their efforts to hire qualified individuals with disabilities and creates internships for students with disabilities.

As Maryland has removed barriers to employment, through the creation of work incentives such as the Employed Individuals with Disabilities program, MDOD recognizes the need to engage employers and stimulate and facilitate their hiring of individuals with disabilities.

Toward that end, DLLR will invest the balance of the funds to hire a full time staff person, to be jointly approved MDOD and DLLR. This staff person will report to the Assistant Secretary for Workforce Development and Adult Learning charged with fulfilling the employer outreach and NTAR activities outlined in this MOU.

SECTION V. DUTIES OF DLLR

Deliverables and Duties of DLLR:

No Spare Marylander Workshops

Pre Workshops Planning Requirements

- Collaborate with MDOD to set dates for local Workshop.
- Recruit and register a minimum of 15 job-seekers with disabilities who are interested in attending the Workshop. Recruitment, at a minimum, must be done through DORS, CILS, DD and MH providers and local Commissions on Disability. MDOD will provide the application template and will arrange for speakers on most of the topics. Local One Stops should provide speakers on job seeking skills such as interviewing, resume and cover letters and employers and individuals to do one on one sessions.
- Secure a site/space for the Workshop. The site should be accessible to public transportation, and accessible to Workshop attendees with disabilities.
- Provide additional accommodations as needed or requested.

Day of the Workshop Requirements

- Provide additional on-site accessibility accommodations to Workshop attendees as needed.
- Provide Workshop attendees with continental breakfast and lunch.
- Obtain evaluations.

Post Workshop Requirements

- Provide a list of the participants and their contact information and program evaluations to MDOD.
- Follow up to determine if individuals are working and report outcomes to MDOD.

For the Transition Youth Pilot

Assistant Secretary for Workforce Development and Adult Learning will obtain support from Baltimore County School Superintendent and local WIB Director.

DLLR staff will meet with designated staff from MDOD, MSDE and Baltimore County Public Schools to plan the pilot and will work with the local One Stop to assure necessary supports for the success of the event. DLLR will arrange for meals and accommodations, prepare handouts and other related task as required/performed at previous NSM workshops.

Local One Stops will be reimbursed for the costs associated with these events via an MOU with DLLR. Costs are not to exceed \$2000.00 per site.

For Employer Outreach Staff Person

- Identify businesses who are interested in hiring individuals with disabilities or in creating internships for students with disabilities who will be linked by MDOD and key partners to qualified candidates for internships and jobs with an emphasis on BRAC opportunities.
- Identify company champions willing to share their stories of success with other companies.
- Develop, in partnership with MDOD, a centralized source of information, including a dedicated employer web site and multiple print materials.
- Create a sustainable statewide business-led promotional and networking group.
- Engage in systems change at the agency level (DBED and DLLR) that supports increased employment of individuals with disabilities.

All information collected will remain the property of the Maryland Department of Disabilities. All activities and materials are subject to approval by MDOD/DLLR to ensure compliance with funding requirements. Outreach must focus on employment of the wide range of skills and disabilities across the state. MDOD will provide additional resources to support costs associated with development of materials.

Deliverables:

- Creation of an employer database sorted by industry based on funding availability created in Access or Excel
- Development and implementation of recommendations for state systems change that leads to increased awareness of the skills and abilities and employment of individuals with disabilities.
- Employer On Line Survey Results
- Database of BRAC contacts created in Access or Excel

- Assist with linkages to local job fairs

Reports Must Include the Following

- Weekly reports of highlights and accomplishments
- Agenda and employer contact information from trainings
- Minutes and agendas from meetings
- Number of referrals and placements done in tandem with MDOD AmeriCorps Interns who will be recruiting and interfacing with the disability community

Materials Submission

- Web content and promotional materials that include employer testimonials and photos
- Hard and electronic copies of resource materials developed

Meeting

- Bi-weekly meetings between DBED, DLLR and MDOD

Materials and Language

Language for Harford and Anne Arundel County Workshops and Job Fairs to include:

“Preparation of this item was funded by the Office of Disability Employment Policy, U.S. Department of Labor, Grant No. OD-16563-07-75-4-34 through the Maryland Department of Disabilities.”

All printed materials and drafts must also include the following notice: “This document does not necessarily reflect the views or policies of the Office of Disability Employment Policies, U.S. Department of Labor, nor does the mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

All Other Activities to Include the Following Statement:

This activity is being hosted by the Maryland Department of Disabilities through Medicaid Infrastructure Grant funding from the Department of Health and Mental Hygiene and the Centers for Medicaid and Medicare CFDA 93.768

Deliverables:

DLLR will partner with MDOD and DBED when appropriate, the Disability Program Navigators and local One Stops. All rights for any materials developed are to be held jointly by MDOD/DLLR. All materials prepared by DLLR and their partners must be

approved by MDOD. Copies of all materials must be provided in hard copy and electronically no later than December 31, 2009.

MDOD and DLLR will collaborate on addressing funding for any and all deliverables that exceed the cost and items outlined in the attached budget.

SECTION VI. DUTIES OF MDOD

Duties of MDOD:

- 1) MDOD will review and approve draft materials and approve and accept all deliverables in coordination with DLLR.
- 2) MDOD will reimburse DLLR for activities under this MOU upon receipt of invoices, reports and deliverables to be received no later than December 31, 2009.

Utilizing cost reimbursement methodology, funds will be transferred from MDOD to DLLR via RSTARS transfer.

Maximum reimbursements for activities related to this project are not to exceed: \$66,000. 60,000 for towards salaries and \$6,000 towards operating expenses for workshops.

SECTION VIII. SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories of MDOD and DLLR do hereby attest to their acceptance of the terms and conditions of this Agreement.

For MDOD

For DLLR

Catherine A. Raggio
Secretary, MDOD OR Designee

Leonard T. Howie,
Deputy Secretary, DLLR OR Designee

Signature _____

Signature _____

Catherine A. Raggio
Name (Typed or Print)

Leonard T. Howie
Name (Typed or Print)

Secretary
Title (Typed or Print)

Deputy Secretary
Title (Typed or Print)

Date of Signing

Date of Signing