

**MARYLAND STATE DEPARTMENT OF EDUCATION  
DIVISION OF REHABILITATION SERVICES**

**AND**

**Colorado Center for the Blind**

**Cooperative Agreement  
for  
Purchase of Employment Service**

**September 1, 2018 to August 31, 2021**

## Table of Contents

<b>Topic</b>	<b>Page</b>
A. Purpose	3
B. Legal Basis	3
C. The Role and Function of Each Agency	3
D. Responsibility of Each Agency	5
E. Referral Procedures	7
F. Approved Services and Reporting Requirements	8
G. Communications Regarding Persons Served	12
H. Fees, Billing and Financial Procedures	12
I. Hours of Operation	14
J. Supervision of Persons Served	14
K. Rights and Informed Choice of Persons Served	15
L. Outcomes Measurement	15
M. Development/Enhancement of Services	16
N. Governing Law	16
O. Disputes	16
P. Indemnification	17
Q. Multi-year Contracts	17
R. Termination for Default	18
S. Termination for Convenience	18
T. Colorado Center for the Blind Statement	18

<b>Signature Page</b>	<b>19</b>
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### **Appendices:**

- Appendix 1 – Statement of Assurance of Compliance with Civil Rights Laws
- Appendix 2 – Program Services and Fee Schedule
- Appendix 3 – Liaisons for the Cooperative Agreement
- Appendix 4 – Colorado policy – Criminal Background Checks

## **A. PURPOSE**

This Plan of Cooperation is entered into between the Maryland State Department of Education, Division of Rehabilitation Services (herein referred to as DORS) and Colorado Center for the Blind for the purpose of establishing practical and effective working relationships between the two agencies in coordinating and providing effective service to individuals with disabilities. Both agencies affirm that no person will be discriminated against, excluded from participation in or be denied the benefits of any of the services enumerated hereafter because of race, color, gender, creed, physical or mental disability, age, political affiliation, or national origin. Each agency further affirms that no otherwise qualified individuals with a disability shall, solely because of disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. (Appendix I, Statement of Assurance of Compliance with Civil Rights Laws).

This cooperative agreement is designed to:

- Define and promote the relationship of both agencies.
- Establish principles for the development of working relationships between the two agencies.
- Define the role, function and responsibilities of each agency.
- Establish criteria by which the cooperative operations may be reviewed and evaluated in order to determine their effectiveness.
- Define areas of cooperation, including procedures related to referrals, service provision, reporting, communication, billing and other program areas.

## **B. 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 and State law:

- The Rehabilitation Act of 1973, as amended by The Workforce Innovation and Opportunity Act (WIOA) (P.L. 113–128)34 Code of Federal Regulations §§ 361-365
- The Americans with Disabilities Act of 1990, as amended
- Maryland Education Article, §§ 21-301 – 21-304, Annotated Code of Maryland
- Code of Maryland Regulations, 13A, Subtitle 11.

## **C. THE ROLE AND FUNCTION OF EACH AGENCY**

### **1. Division of Rehabilitation Services (DORS)**

DORS is the official State agency responsible for administering the Public Rehabilitation Program in Maryland. As such, DORS is responsible for providing to individuals with disabilities determined to be eligible and to meet Order of Selection criteria, vocational rehabilitation services and employment opportunities consistent with their assessed needs,

capabilities, priorities, abilities and informed choice as well as Pre-Employment Transition Services for both eligible, and potentially eligible, Students with Disabilities.

The Division is responsible for assessing the vocational potential of Maryland citizens with disabilities and providing services to assist eligible individuals in entering or re-entering employment thereby improving their ability to function independently in the community. In responding to the vocational needs of eligible individuals with disabilities, DORS will provide and/or coordinate services including but not limited to:

- Pre-Employment Transition Services
- Assessment for determining eligibility and priority for services for vocational rehabilitation based on the following federal criteria: The individual (1) has a physical or mental impairment which for the individual constitutes or results in a substantial impediment to employment; and (2) requires vocational rehabilitation services to prepare for, enter, engage in, or retain gainful employment. Individuals eligible for Supplemental Security Income or Social Security Disability Insurance and those eligible for supported employment through of the Developmental Disabilities Administration and the Mental Hygiene Administration are presumed eligible for DORS services. ( shouldn't this say presumed to have a significant disability)
- Career assessment services
- Information and referral services
- Assistive technology services
- Vocational counseling and guidance
- Diagnosis and treatment of physical and mental impairments
- Vocational and other training services
- Supported employment services
- Self-employment services
- Placement and follow-up

DORS is required by federal law to establish an “**order of selection**” for services when the agency has insufficient funding to serve all eligible individuals. The order of selection stipulates that individuals with the most significant disabilities shall be served on a priority basis. Individuals may be placed on a waiting list for services. DORS will advise Colorado Center for the Blind of the status of the order of selection periodically, including anticipated impact on referral of DORS consumers to **Colorado Center for the Blind** for services.

The **financial need** of the individual with a disability is considered in determining if the individual would be required to contribute to the cost of certain rehabilitation services. In such instances, the income of the individual/family and size of the family are taken into account. DORS supports only **competitive integrated employment**. To satisfy the definition of “competitive integrated employment” 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 location, and opportunities for advancement.

## 1. **Competitive Earnings**

- i. Wages comparable to the customary wages paid by the employer to employees without disabilities in similar positions.
- ii. Benefits provided by the employer to the individual are comparable to the benefits received by an employee without disabilities in the same or similar positions.

## 2. Integrated Setting

- i. Employment typically found in the community
- ii. Employment in which the employee with a disability interacts for the purpose of performing the duties of the position with other employees with 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. **Opportunities for Advancement** – The employment setting provides the individual with opportunities for advancement comparable with those available to employees without disabilities in similar position.

## 2. Colorado Center for the Blind

### Colorado Center for the Blind: BASIC INFORMATION

CCB is Private Community Rehabilitation Facility located 13 miles from Denver Colorado.

The role of the Colorado Center for the Blind is to prepare each student enrolled in the adult Independence Training Program to independently handle all aspects of their lives, with an emphasis placed on achieving employment.

The Colorado Center training techniques and teaching methods are based on the positive philosophy of the National Federation of the Blind which states that, “with proper training and opportunity, blind people can compete on terms of equality with their sighted peers”.

## D. RESPONSIBILITIES OF EACH AGENCY

- Each agency is responsible for **clarifying the relationship** between the two agencies, and for defining the areas of responsibility for serving individuals with disabilities.
- The Assistant State Superintendent in Rehabilitation Services, through DORS staff members (the Director of OBVS, Program Manager and the Staff Specialist for Community Rehabilitation Programs); and the Executive Director (hereafter referred to as Director) of

The **Colorado Center for the Blind** or designee, shall act as the **liaisons** for this Cooperative Agreement (Appendix 3 – Liaisons for the Cooperative Agreement). The staff members identified will:

- Develop procedures, evaluate policies and procedures, and ensure continuity of working relationships; and
- Define the working relationship of the two agencies as a part of the orientation training course for new staff members.
- **DORS and The Colorado Center for the Blind will exchange information and access to records of services** of persons jointly served including information about eligibility, service provision and outcomes in order to provide an effective and efficient working relationship. Each agency shall **preserve the confidentiality** of the record and all exchanges of information and access to records of services of persons served shall be in accordance with the federal privacy act, and all applicable federal and Maryland law. Re-disclosure of confidential personal records provided by DORS to **The Colorado Center for the Blind** is prohibited except when permitted in accordance with federal or state law.
- **DORS and The Colorado Center for the Blind will arrange joint training and staff conferences** to exchange information concerning functions and responsibilities of staff, in order to effectively meet the needs of individuals served.
- **DORS and The Colorado Center for the Blind shall assure that training programs and other services are accessible to individuals who are sensory impaired**, including deaf and hard of hearing and deaf-blind. The DORS Staff Specialist for the Deaf and Hard of Hearing and the Director and staff of the DORS Office for Blindness and Vision Services, will provide or arrange technical assistance as requested.
- **The Colorado Center for the Blind** is responsible for **providing reasonable accommodations** required by DORS consumers to access their programs (Appendix 1).
- Both **DORS and The Colorado Center for the Blind** are responsible for contacting the DORS consumer by mail, phone and/or email three to four days before the projected start date, to confirm the person's appointment. A record of these contacts shall be retained in the person's record of services.
- **The Colorado Center for the Blind** shall not begin providing services requested by DORS until the appropriate authorization(s) are written and approved by DORS and received by **The Colorado Center for the Blind**.
- **DORS** shall notify **The Colorado Center for the Blind** immediately, in writing (including email), of any changes in DORS original or subsequent plans for the DORS consumer if this in any way affects the person's program or funding for the program at **The Colorado Center for the Blind**
- **The Colorado Center for the Blind Director** or designee shall notify the DORS counselor by phone, email or in person whenever the DORS consumer is absent from his/her program three successive days.

- Prior to the completion of services purchased from **The Colorado Center for the Blind** or implementation of a change in program, **The Colorado Center for the Blind shall** notify the DORS counselor and the DORS consumer by phone, letter or email or in person.
- This **Cooperative Agreement shall be reviewed** as needed, and prior to expiration by the DORS Staff Specialist for Community Rehabilitation Programs, DORS Field Services and Office for Blindness & Vision Services staff, and a representative **The Colorado Center for the Blind**. If changes are needed during the period of the Agreement, it may be amended.
- **The Colorado Center for the Blind shall maintain adequate professional and general liability insurance** to protect persons served referred by DORS.
- This **Agreement shall not create any rights**, including without limitation third party beneficiary rights, in any person, including persons served by DORS, or entity not a party to this Agreement.

## **E. REFERRAL PROCEDURES**

### **1. Referrals to The Colorado Center for the Blind**

- **DORS'** referral to the Colorado Center for the Blind will be supported by an approved Individualized Plan for Employment. The approved plan for employment will identify an employment goal and the individual's vocational rehabilitation needs to be met at the Colorado Center for the Blind
- The **DORS counselor** shall provide medical, psychological, social, educational, and other relevant and required information to **The Colorado Center for the Blind** including the specific required referral form required by **The Colorado Center for the Blind**.
- **The Colorado Center for the Blind** has the option of **not accepting a referral** if it is deemed by **The Colorado Center for the Blind** that it has not obtained adequate and/or current information or, if in the view of **The Colorado Center for the Blind**, the person cannot be served by **The Colorado Center for the Blind**.
- **Work permits** must be secured by all persons served between the ages of 14 and 15 before they will be permitted to enter any vocational (not including Pre-Employment Transition Services) program at **The Colorado Center for the Blind**.
- A **DORS Authorization** identifying services to be provided, dates of service and cost will be sent to **The Colorado Center for the Blind prior to** a person entering a service program.
- By referring a person for vocational services and entering into a purchase of service agreement, **DORS expressly is not entering into an employer-employee relationship** with the client or **The Colorado Center for the Blind**.

## F. SERVICES & REPORTING REQUIREMENTS

**The Colorado Center for the Blind** is approved by DORS to provide the following services. **The Colorado Center for the Blind** is responsible for the monthly reporting of progress and, when appropriate, submitting recommendations on persons referred by DORS according to the standards and format indicated in this section. Reports require the signature of the appropriate **The Colorado Center for the Blind** staff member and shall be submitted within the specified timeline.

### 1. Comprehensive Independent Living Training Services for adults

All of the services that provided in the comprehensive Independence Training Program at the Colorado Center for the Blind will prepare each student to achieve and/or maintain competitive integrated employment. The program is comprised of several components so that the student will have both the skills and the confidence to work following their training. Without effective training, the individual will not have the ability to obtain and maintain employment.

In the student's first month, a comprehensive evaluation will take place. Each instructor will design a course to insure that the student will meet all goals as established. While the evaluation is being conducted, the student begins learning. At the end of the evaluation, a staffing will take place with the student, their teachers and their rehabilitation counselor in order to discuss the student's program. Staffings will be conducted on a monthly basis while the student is in attendance. Full monthly written reports will be submitted as well.

Each student has class Monday through Friday from 8:00 am to 4:30 pm. In addition to this, the student may have evening and weekend activities and classes that contribute to their training program. Each day, the following core classes are scheduled: Braille, computer technology, home management, and orientation and mobility. In order to graduate from our program, the student must complete course requirements in each class area. Each class has a full curriculum and this is individualized for each student. We keep work goals in mind so that lessons learned in class areas will correspond with the type of work that the individual is interested in pursuing. Our employment specialist works with each student in the areas of career exploration, work readiness, job seeking skills and job placement. Each student will take a speech class, a communications class and will have a resume available. We are able to set up job shadows, work experiences and internships when needed. We are focused on the end result, which is to prepare our students for work.

Other classes that each student will take include discussion groups on blindness, residential class, self-defense, tactile art, home maintenance and woodshop, and challenge recreation activities such as rock climbing, skiing, canoeing and much more. With this wide spectrum of required classes, each student gains the ability to be independent and self-sufficient.

#### **Orientation and Mobility (Independent Cane Travel)**

Overarching Goal: The student will have the ability to travel independently in order to meet all personal and employment goals.

Instruction Includes: Basic cane techniques, indoor travel, residential travel, semi-business travel, high traffic areas, methods for taking the city bus, light rail and more, beginning to advanced street crossings, use of cardinal directions, use of all environmental cues, use of technology in independent travel and instruction in address systems.



Students have this class each day Monday through Friday for one hour and 40 minutes average. We work with students on their level. Initially, the student will learn the Center building and the route to and from our student apartments. Students complete a support drop toward the middle of their program. At the end of the program, the student completes an independent drop and must plan a travel day to travel to four unfamiliar destinations.

### **Home Management and Residential Instruction**

Overarching Goal: The student will gain skills in order to handle all aspects of independent living to be self-sufficient and to be successful in a job.

Instruction Includes: Cleaning techniques to cover bathrooms, kitchens, floors, windows, etc.; food preparation to include menu planning, budgeting, grocery shopping, basic food preparation to advanced food preparation; general banking, budgeting, organizational skills, keeping calendars, and more.

Students will have home management class each day with class time averaging one hour and 40 minutes. Each student also receives one-on-one training in these areas at their apartments. Students are required to handle all aspects of apartment living by the time that they complete their program. Students plan and prepare a dinner party for six in their apartments. Next, they plan, shop for and prepare a meal for 15 people and at the end of their program, the student will plan, shop for and prepare a meal for 60. All grocery lists and menus must be put into Braille.

### **Braille Class**

Overarching Goal: The student will use Braille in order to meet goals in the area of employment.

Instruction Includes: Beginning Braille, writing on the slate and stylus and the Braille writer, advanced Braille, methods for increasing reading and writing speed, UEB Braille is taught and music and Nemith code, if applicable.

We expect that the student should gain proficiency in Braille so that they will use it in all areas of their lives. Braille skills are essential for college and for employment. Students receive one hour and 40 minutes of instruction each day.

### **Technology Class**

Overarching Goal: Student will gain proficiency in using a wide variety of technology in order to be successful in college and in employment.

Instruction Includes: Work on phones iPhone and android, basic touch typing, screen reading programs, Braille displays, the Mac (if needed), windows operating systems, Microsoft Office Suite, Braille translation, scanning and embossing documents, and other areas when applicable.

Each student will have one hour and 40 minutes each day of instruction. Students work at their level in this class and always develop individualized learning goals that correlate with their vocational goals.

### **College Preparation Class**

Overarching Goal: Each student will develop skills and confidence so that they can fully compete with their sighted peers in college and handle all tasks.

Instruction Includes: Methods in areas of note taking, acquiring text books, accessing on line classes, using tools like blackboard, methods to succeed in taking STEM classes, campus orientation, and working with disabled student offices.

Students who are planning to attend college will be in this class. They are given assignments, tour campuses and may take an online class.

### **Employment Class**

Overarching Goal: The student will establish a viable vocational goal, gain job readiness and job seeking skills and be prepared for employment.

Instruction Includes: Career exploration and counseling, career assessment, techniques in interviewing, speech class, development of a resume and cover letters, internship if applicable, and assistance in the area of job placement.

Our employment specialist works with each student in all areas listed above. We want each student to have a clear direction before they complete training with us.

### **Woodshop and Home Maintenance Class**

Overarching Goal: Student will develop skills to repair basics in their homes and will build a project using power equipment.

Instruction Includes: Methods for fixing faucets, wiring, painting, drywall, etc.; use of basic hand tools and power tools; developing skills to measure accurately, planning and building a project.

Students develop a great deal of confidence in themselves and realize that they can do much more than they ever thought. They further develop their math skills through measuring. We are able to determine the student's aptitude for working on mechanical items.

### **Additional Classes**

Daily discussion groups on blindness

Tactile Art

Martial Arts

Yoga

Challenge recreation including rock climbing, skiing, canoeing, hiking and more

## 2. Residential Services

Each student lives in an apartment throughout their training program. The apartments are equipped with a washer and dryer, all cooking utensils and linens. The apartment complex is approximately one and a half miles away from the Center. Every day, our students take the city bus to and from the Center. The student walks over four blocks to get to the Center. This route gives each student practice each day in the area of travel and simulates what work is all about. The student is able to practically apply all skills learned in their apartment such as cooking, cleaning, shopping, organizing and traveling. This practical experience prepares each student to handle all aspects of living independently. Our residential manager/teacher lives on site and is on 24 hour on-call. Our residential manager/teacher works with the student in their apartment to further develop their skills. This full residential experience provides the student with the ability and confidence to move forward in their independence.

## 3. Sleepshades as a Training Tool

Students enrolled in training have the opportunity to fully learn all non-visual techniques so that they can gain belief in themselves as blind people and realize that they do not need to use their unreliable and possibly unstable vision to easily complete all tasks. Many of our students have partial vision and, even if it is stable, they have depth and distance perception issues as well as trouble seeing in various lighting conditions. Other students that we work with have degenerative eye conditions such as RP or glaucoma. The student needs to realize that they can continue to live full and active lives even when they lose all of their vision. This required use of sleepshades during training hours is a critical training component for our students in order to reach their goals.

## 4. Holidays

The Center apartments are closed for a two week winter holiday break and all students are required to leave the premises at that time.

## 5. Transportation

Each student is required to have a monthly bus pass throughout the training period. This cost is covered by our fee.

## 6. Enrichment Activities

All enrichment activities and events are part of the overall program costs.

## 7. Referral Process

The Colorado Center for the Blind has an open enrollment to facilitate service delivery. We do our best to get referrals in as soon as possible. Please contact Julie Deden, Executive Director, regarding referrals. Feel free to have the potential student contact her directly to get information and questions answered. We will need to have a counselor referral form completed including pertinent medical information. We will also need a service authorization prior to the entry.

## 8. Authorizations

Please submit authorizations to James Elzi, Student Services Administrator, at [jelzi@cocenter.org](mailto:jelzi@cocenter.org). We will provide monthly invoices with each report.

## 9. Payment due dates

Payment is due 30 days from receipt of invoice.

## G. COMMUNICATION REGARDING DORS COMSUMERS

In order to facilitate a successful outcome for the consumer, it is critical that the DORS counselor and **The Colorado Center for the Blind** staff communicate frequently. While written reports are an important, formal means to communicate progress, additional communication should occur on an as-needed basis to supplement formal reporting. Staff of **The Colorado Center for the Blind** and staff of DORS are encouraged to communicate often by phone, teleconference, email; such communication should be documented in the record. At times a more formal meeting, or “staffing” may be required, as follows:

For purposes of this agreement, a **staffing** is defined as a meeting initiated by DORS, **The Colorado Center for the Blind**, or the client, through teleconference or skype. A staffing will include the client, the individual requesting the meeting, family or other advocates as appropriate, the DORS counselor, **The Colorado Center for the Blind** representative, and/or other supervisory staff. Staffing will be convened at critical times within the provision of services for the following purposes:

- Upon the request of the DORS consumer or, as appropriate, the person’s parent, family member, guardian, advocate or authorized representative;
- When progress toward goals and objectives identified in the person’s Individualized Plan for Employment is not being achieved in a timely, productive and cost effective manner as reflected in reports of **The Colorado Center for the Blind**
- At other times to address specific issues as requested by DORS or **The Colorado Center for the Blind**

## H. FEES, BILLING AND FINANCIAL PROCEDURES

- 1. Establishment & application of fees.** Fees are established for accredited services at rates negotiated by DORS and **The Colorado Center for the Blind** (see Appendix 2 – Program Services and Fee Schedule).
  - New/revised fees may be applied to persons served already enrolled in the program effective on the official date of the increase.
  - New/revised fees may not be applied retroactively.
- 2. Responsibility for payment.** DORS will not be responsible for the payment of any fees charged by **The Colorado Center for the Blind** for services provided prior to the time authorized by DORS staff.
- 3. Preference for in-State Programs:** If DORS staff, in consultation with the consumer, determines that an in-state Maryland program cannot meet the consumer’s vocational rehabilitation needs DORS will be responsible for the payment of authorized fees charged by the Colorado Center for the Blind. If DORS concludes that the consumer’s vocational needs can be met at either an in-state Maryland Program or at the Colorado Center for the Blind, DORS’s financial support will not exceed the amount that it would pay if the consumer were to attend the in-state program. The person served or the person’s family, or

a third party will be responsible for costs over and above the cost paid by DORS for the in-state program.

- 4. Failure of consumer to keep initial appointment at The Colorado Center for the Blind.** If a DORS consumer fails to attend on the starting date, **The Colorado Center for the Blind** Director or designee will inform the DORS counselor immediately. The Director or designee shall also contact the DORS counselor to determine if services need to be rescheduled at no cost to DORS.
- 5. Missed appointment or no show/withdrawal after the 1st week.** After the first week, adjustments in the weekly fee shall be made should a DORS consumer be absent for more than three consecutive days. **The Colorado Center for the Blind** shall report absences early and all dates of absence must be reported on the monthly progress reports to the DORS counselor.
- 6. Term of enrollment and continuation of billing.** A DORS consumer is considered to be enrolled until completion of the prescribed program as stipulated by the authorization or until the DORS counselor notifies **The Colorado Center for the Blind**, through the Director or designee, that the DORS consumer is to be suspended or terminated from the program. Billing will continue until such notification is made except that five consecutive days of absence will constitute an automatic suspension by **The Colorado Center for the Blind** and billing will then cease unless the DORS consumer is reinstated. Reinstatement requires advance notification to **The Colorado Center for the Blind** Director by the person's DORS Counselor.
- 7. Compliance with laws prohibiting discrimination.** DORS will purchase services for persons served only from community programs which comply with federal and state laws prohibiting discrimination in employment or in the provision of public services, including: Title VII of the Civil Rights act of 1964; Title V of the Rehabilitation Act of 1973, as amended; and Titles I, II and III of the Americans with Disabilities Act. (See Appendix 1.)
- 8. Financial participation of persons served.** **The Colorado Center for the Blind** may not require or accept any payment from the DORS consumer or the person's family, or a third party for those services unless, prior to providing the services, the amount of the person's responsibility has been:
  - Preauthorized by DORS; and
  - Agreed to by the DORS consumer in writing; and
  - Approved by the DORS counselor in keeping with the Division's financial need policy.

When the DORS consumer participates in the cost, the amount shall be indicated on the DORS authorization and charged by **The Colorado Center for the Blind** directly to the DORS consumer. The total amount, including that charged to the person and the Division, cannot exceed the cost of the service as indicated in the DORS Fee Schedule.

- 9. Psychological evaluation required for The Colorado Center for the Blind admission.** If a psychological evaluation is required for admission to **The Colorado Center for the Blind**, **The Colorado Center for the Blind** shall not require DORS to purchase a

psychological evaluation if the counselor has available existing documentation of the individual's disability.

- 10. Payment for services not approved or accredited by DORS.** DORS shall not pay for any program services (e.g., vocational services) which have not been approved or accredited by DORS or a DORS-approved national accrediting organization, and for which a DORS fee has not been established under this Cooperative Agreement.
- 11. Amount of invoice for services.** **The Colorado Center for the Blind** shall not bill DORS for an amount in excess of the fees indicated in the current Cooperative Agreement. **The Colorado Center for the Blind** shall charge DORS a fee no greater than the fee charged other purchasers of their services, and may bill for services only for the authorized time period.
- 12. Number of referrals from DORS.** This agreement does not obligate DORS to refer any specific number of individuals to **The Colorado Center for the Blind**. Payments to **The Colorado Center for the Blind** will be based on bona fide actions only.
- 13. Provision of Services to DORS consumers.** DORS shall at least annually determine if **The Colorado Center for the Blind** has provided the approved services to DORS consumers in assessing whether **The Colorado Center for the Blind** continues to be in an active status.
- 14. Report submitted with invoice.** **The Colorado Center for the Blind** invoices requesting payment for services must be submitted simultaneously with a report as described in the Reports section of this Agreement. Invoices submitted without required reports will be returned to **The Colorado Center for the Blind**, which will increase processing time for payment.

## **I. HOURS OF OPERATION**

Classes take place class Monday through Friday from 8:00 am to 4:30 pm  
The Center apartments are closed for a two week winter holiday break and all students are required to leave the premises at that time. Our residential manager/teacher lives on site and is on 24 hour on-call.

## **J. SUPERVISION OF PERSONS SERVED**

### **1. Supervision by The Colorado Center for the Blind**

- The Director or designee is responsible for the overall supervision of the persons served and the coordination of the various departmental functions in relation to the person's program.
- The Director or designee is expected to monitor the program of the persons served and keep the DORS counselors informed as to progress and problems, if any.
- Supervision of the DORS consumer shall include:

- Maintenance of attendance and progress reports.
- Direct instruction/evaluation of course content.
- Interpretation and enforcement of the policies, rules and regulations pertaining to the orderly operation of **The Colorado Center for the Blind** program.
- Reporting any irregularities in the program of the DORS consumer.
- Criminal Background Check:
  - **The Colorado Center for the Blind** is responsible for ensuring that its employees, agents, volunteers, and contractors, who provide services to DORS consumers under this cooperative agreement, are fingerprinted and have a background check consistent with Family Law Article, Annotated Code of Maryland, Section 5-551 through 5-557 and CARF Employment and Community Services Standards Manual.

## 2. Supervision by DORS

The DORS counselor shall make periodic contact with **The Colorado Center for the Blind** during the course of the program of the DORS consumer. The counselor shall:

- Review reports of progress.
- Maintain contact with the DORS consumer.
- Monitor the program of the DORS consumer.
- Review the progress of the DORS consumer with appropriate staff.

## K. RIGHTS AND INFORMED CHOICE OF THE PERSONS SERVED

A fundamental responsibility of both agencies is to protect and promote the rights of all individuals served which include the individual's right to:

- Actively participate in the planning of the individual's services;
- Be informed of any significant delay in services
- Have all personal information protected and safeguarded; and
- Be informed of methods to express dissatisfaction with the nature, scope and quality of services planned and arranged.

## L. The Colorado Center for the Blind OUTCOMES MEASUREMENT

- **The Colorado Center for the Blind** shall establish and maintain an outcomes measurement system to include services covered under this Cooperative Agreement. The system will include sources of input, and specific measures of effectiveness and efficiency. **The Colorado Center for the Blind** will generate at least annually a narrative report summarizing the data aggregated from all of the outcome measures, and forward a copy to DORS. The report shall be used by **The Colorado Center for the Blind** to determine achievement of identified goals and to identify ways to improve performance.
- To promote accountability and transparency, DORS may publish outcome data provided by Community Rehabilitation Programs, including **The Colorado Center for the Blind**,

on the DORS website and other venues. DORS may also compile data through the DORS case management system reflecting outcomes of DORS consumers served by Community Rehabilitation Programs and publish it as well, including identifying the specific Community Rehabilitation Program.

## **M. DEVELOPMENT AND ENHANCEMENT OF SERVICES**

**The Colorado Center for the Blind** is encouraged to develop, enhance and expand services in conjunction with the Office for Blindness and Vision Services staff and the DORS Community Rehabilitation Program Staff Specialist. Particular areas of emphasis for consideration include:

- Identification and provision of assistive technology.
- Services for individuals who are deaf-blind, deaf, and hard of hearing.
- Services for transitioning students.
- Services for individuals on the autism spectrum.
- Services for individuals with disabilities from diverse cultures.

## **N. GOVERNING LAW**

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

## **O. DISPUTES**

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

1. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of terms, or other relief, arising under or relating to this cooperative agreement. An invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
2. A claim shall be made in writing and submitted to the Maryland State Department of Education, Assistant State Superintendent in Rehabilitation Services.
3. When a claim cannot be resolved by mutual agreement, The Colorado Center for the Blind shall submit a written request for final decision to the Assistant Superintendent. The written request shall set forth all the facts surrounding the controversy.



4. The Colorado Center for the Blind at the discretion of the Assistant Superintendent, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
5. The Assistant Superintendent shall render a written decision on all claims within 30 days of receipt of The Colorado Center for the Blind's written claim, unless she determines that a longer period is necessary to resolve the claim. The decision shall be furnished to The Colorado Center for the Blind by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
6. The Colorado Center for the Blind may appeal the decision to the State Superintendent of Schools within 30 days of receipt of the Assistant Superintendent's decision. The State Superintendent's action is the final action of the State.
7. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

## **P. INDEMNIFICATION**

To the extent permitted by Maryland law and the extent of available appropriations, DORS will indemnify and hold harmless the **The Colorado Center for the Blind**, its successors and assigns, from any loss, damage cost, expense or claim that occurs on the State property during the performance of this contract that is caused by or results solely from DORS activities.

Nothing herein is to be deemed a waiver of any governmental immunity to which DORS may be entitled under Maryland law, or otherwise.

The Colorado Center for the Blind shall reimburse, indemnify, and hold harmless DORS for all loss to DORS arising from the negligence of The Colorado Center for the Blind in the performance of this Agreement and for the loss to DORS resulting from the non-performance of this Agreement.

## **Q. MULTI-YEAR CONTRACTS**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available. **The Colorado Center for the Blind** may not recover anticipatory profits or costs incurred after termination.

## **R. TERMINATION FOR DEFAULT**

The provisions of COMAR 21.07.01.11B apply except as modified by this paragraph. In the event **The Colorado Center for the Blind** does not perform or performs its duties under this Cooperative Agreement in an unsatisfactory manner, DORS shall so notify **The Colorado Center for the Blind** in Writing. DORS may withhold payment to **The Colorado Center for**

**the Blind** at DORS discretion. If **The Colorado Center for the Blind's** performance is not improved to DORS reasonable satisfaction within a thirty (30) day period from the date of notification, the aforementioned notice shall be considered just cause for termination of this Cooperative Agreement.

## **S. TERMINATION FOR CONVENIENCE**

Either party may terminate this Cooperative Agreement by giving the other party 90 days prior written notice. Moreover, the performance of work under this contract may be terminated by DORS in accordance with this clause in whole, or from time to time in part, whenever DORS shall determine that such termination is in the best interest of the State. DORS will pay all reasonable costs associated with this cooperative agreement that **The Colorado Center for the Blind** has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, **The Colorado Center for the Blind** shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

## **T. The Colorado Center for the Blind hereby represents and warrants that:**

1. It is qualified to do business in the State of Colorado and Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**COOPERATIVE AGREEMENT  
BETWEEN**

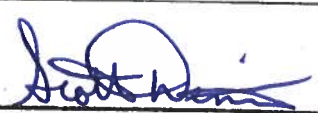
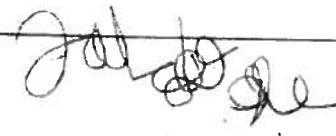

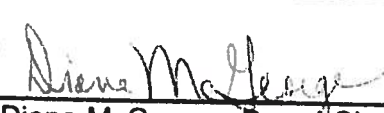
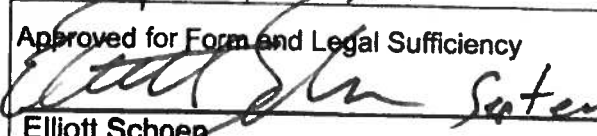
**MARYLAND STATE DEPARTMENT OF EDUCATION  
DIVISION OF REHABILITATION SERVICES**

**AND**

**Colorado Center for the Blind**

This Cooperative Agreement has been reviewed by the undersigned and satisfactorily defines the working relationships between the two agencies for the purpose of providing timely and effective service to individuals with disabilities.

**Effective Date of Agreement: DATE – DATE**

Maryland Division of Rehabilitation Services	The Colorado Center for the Blind
	
Scott Dennis, Acting Assistant State Superintendent in Rehabilitation Services	Julie Deden, Executive Director, Colorado Center for the Blind
 9/17/2018	
Dr. Sylvia Lawson, Deputy State Superintendent	Diane McGeorge, Board Chair Colorado Center for the Blind
Approved for Form and Legal Sufficiency  September 12, 2018	
Elliott Schoen, Assistant Attorney General	

**MARYLAND STATE DEPARTMENT OF EDUCATION  
DIVISION OF REHABILITATION SERVICES**

**Statement of Assurance of Compliance with Civil Rights Laws**

The Maryland State Department of Education, Division of Rehabilitation Services is a recipient of Federal financial assistance and must, therefore, assure the United States Department of Education that no person shall, on the basis of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Division must also assure that its sub grantees, contractors and sub-contractors, and other participants, including Community Rehabilitation Programs, are in compliance with the civil rights laws prohibiting discrimination in any program or activity receiving Federal financial assistance before authorization for the purchase of goods and services will be issued. Accordingly, the Community Rehabilitation Program must assure that:

- It will comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-4, § 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Age Discrimination Act, 42 U.S.C. §§ 6101 et seq., and the American With Disabilities Act, 42 U.S.C. §§ 12101 et seq., their implementing Federal Regulations, and all guidelines and interpretations issued pursuant thereto;
- Its facilities, services and programs are accessible to persons with disabilities;
- No otherwise qualified individual with a disability shall, solely by reason of the individual's disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the Community Rehabilitation Program;
- No person shall, on the basis of race, color, national origin, sex or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the Community Rehabilitation Program.

The Maryland State Department of Education reserves the right to inspect the Community Rehabilitation Program's programs and services at any time to determine if the facility is in compliance with the civil rights laws cited herein.

**Fee Schedule**

**Colorado Center for the Blind**

**Address: 2233 W. Shepperd Ave**

**Littleton, CO 80120**

**Phone: 303-778-1130**

**Phone: Fax: 303-778-1598**

**Website: www.cocenter.org**

**DORS Accredited**

**Vendor Number: W00093**

**Federal I.D.: 74-2465141**

**Updated:**

**VOCATIONAL**

Service	Service Description/ Expectation	Fee	Invoice Direction
Independence Training Program	Intensive program 6-9 months Training to ensure that consumers have excellent blindness skills and full confidence so that they can compete with sighted peers in the areas of vocational training, college and employment	3400.00 \$ a month 500.00 \$ a month for residential, 100.00 \$ a month for transportation, Optional: 200.00 dollars a month for food costs	Progress reports documenting fading job coaching and accompanying invoices are required once a month.

MARYLAND STATE DEPARTMENT OF EDUCATION  
DIVISION OF REHABILITATION SERVICES

Liaisons for the Cooperative Agreement

**DIVISION OF REHABILITATION SERVICES**

**CENTRAL OFFICE:**

Catherine Drake  
Staff Specialist for Community Rehabilitation Programs  
Division of Rehabilitation Services  
2301 Argonne Drive  
Baltimore, Maryland 21218  
Email: [Catherine.drake@maryland.gov](mailto:Catherine.drake@maryland.gov)  
410-554-9440

**OBVS**

Toni March  
2301 Argonne Drive  
Baltimore, MD 21218  
Phone: 410-554-9219  
FAX: \ 410-554-9197  
Email: [obvs.dors@maryland.gov](mailto:obvs.dors@maryland.gov)

**Colorado Center for the Blind**

Contact: Julie Deden, Executive Director  
Address: 2233 W. Sheppard Ave. Littleton, CO 80120  
Phone: 303-778-1130 ext. 210  
Fax: 303-778-1598  
Email: [jdeden@cocenter.org](mailto:jdeden@cocenter.org)

## APPENDIX 4

### CRIMINAL BACKGROUND CHECK POLICY

Due to the close working relationship between staff and students, the Colorado Center for the Blind has instituted a policy to perform criminal background checks of employees.

I agree to have a criminal background check.

I hereby acknowledge that I have received, read, and agree to comply with the Colorado Center for the Blind' Criminal Background Check Policy. If I do not comply with the policy, I understand that I may be placed on disciplinary probation, suspended pending investigation, or immediately terminated.

Name: (Please print) \_\_\_\_\_

Signature: \_\_\_\_\_

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