

PLAN OF COOPERATION
BETWEEN
THE MARYLAND DIVISION OF REHABILITATION SERVICES
AND
CAREERWORKS, INC.

For the Purchase of Career Assessment Services

Effective: December 2024 – December 2027

1. PURPOSE

This Plan of Cooperation is entered into between the Maryland Division of Rehabilitation Services (herein referred to as DORS) and **CAREERWORKS, INC.** for the purpose of provision of Career Assessment Services to DORS consumers. This Agreement is a renewal of a cooperative agreement between DORS and **CAREERWORKS, INC.**

Both entities 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 entity further affirms that no otherwise qualified individual with a disability shall, solely by reason 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:

- Establish criteria by which the individual practitioner may provide services.
- Establish standards by which Career Assessment Services 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.

2. STANDARDS FOR INDIVIDUAL PRACTITIONERS

Individual practitioners approved to provide career assessment services must be an International Certified Vocational Evaluators (ICVE). A copy of the ICVE certification must be submitted upon application for approval. Individuals are responsible for maintaining their certification/registry every two (2) years and providing proof of such to DORS.

The career assessment services including administration of tests and instruments, compilation of results, analysis of findings and writing of reports must be completed by the practitioner (**CAREERWORKS, INC.**) and cannot be delegated to another person.

It is the responsibility of **CAREERWORKS, INC.** to obtain any professional liability insurance that they deem necessary.

CAREERWORKS, INC. has the responsibility to ensure that reports: a). meet the standards set forth in this section of the Cooperative Agreement and are in the proper format; b). are signed; and c). are sent in a timely manner as outlined below.

By referring a person for career assessment services and entering into a purchase of service agreement, **DORS expressly is not entering into an employer-employee relationship** with the client or **CAREERWORKS, INC.**

3. SERVICE PROVISION AND REPORTING

Career Assessment Services. Career assessment services (CAS) shall be provided in accordance with the CAS Checklist (to be forwarded electronically) and shall include the following elements, regardless of which assessment option is chosen:

- Participation and input of the consumer throughout the process, particularly during each of the following activities – determining the purpose of the assessment, conducting an initial interview, developing the individual assessment plan, reviewing and discussing results and making recommendations;
- Sensitivity to cultural, linguistic, ethnic and other environmental considerations;
- Vocationally relevant behavioral observations and temperament factors;
- Consideration of assistive technology needs.

CAS Reporting. CAREERWORKS, INC. shall (1) share preliminary results with the consumer at the conclusion of the service, (2) prepare a report that summarizes, synthesizes and interprets results in written form understandable to the person served, (3) be available to discuss and explain results with the DORS counselor and consumer, as needed, and (4) forward the written report to the DORS counselor within 14 working days of completion of the career assessment, along with the invoice requesting payment as described in the **Fees, Billing and Financial Procedures** section of this Agreement.

DORS may monitor a sample of reports for compliance with CAS standards.

DORS will inform **CAREERWORKS, INC.** immediately of any changes in DORS original or subsequent plans for the person served if this in any way affects the person's assessment.

4. CAS OPTIONS TO BE PROVIDED:

Career Assessment Service Options to be provided:

FOCUSED (and HYBRID)
INVESTIGATIVE (Virtual)
EXPLORATORY (and HYBRID)
ITEMIZED (and HYBRID)
COMPREHENSIVE (and HYBRID)
COMMUNITY BASED (and HYBRID)

5. COMMUNICATION WITH AND REGARDING PERSONS SERVED

Upon completion of the assessment, **CAREERWORKS, INC.** will discuss the initial findings/recommendations with the individual and the referral source; as requested and complete the report. The person served and/or a representative will be present at any meetings held to discuss progress and/or findings. DORS and **CAREERWORKS, INC.** will communicate prior to, during and after service provision as needed to enhance effectiveness and outcomes.

6. FEES, BILLING AND FINANCIAL PROCEDURES

- a. Fees are established for Career Assessment Services at rates established by DORS. General Standards listed apply to any options provided by individual practitioners. See FEES, below.

- b. Services requested by DORS will not begin until the appropriate authorization(s) are written and authorized. DORS will not be responsible for the payment of any fees charged by the evaluator for services provided prior to the time authorized by DORS staff.
- c. DORS and **CAREERWORKS, INC.** are both responsible for contacting the person served by mail or phone, three to four days before the assessment date, to confirm the person's appointment. Documentation of these contacts will be retained in the person's record of services.
- d. A missed appointment (no-show) fee shall be paid to **CAREERWORKS, INC.** should a person served fail to report on their start date (see FEES, below).
- e. DORS will purchase services for persons served only from ICVEs who 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.
- f. **CAREERWORKS, INC.** may not accept any payment from the person served or the person's family, or a third party for those services.
- g. The Evaluator's ***Federal Identification Number*** will be placed on all invoices in order to reduce processing time and for income tax purposes.
- h. **CAREERWORKS, INC.** may not bill DORS for an amount greater than the fees indicated in the current Cooperative Agreement. **CAREERWORKS, INC.** agrees to 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.
- i. This agreement does not obligate DORS to refer any specific number of individuals to **CAREERWORKS, INC.** Payments to **CAREERWORKS, INC.** will be based on bona fide actions only.
- j. Invoices requesting payment must be submitted simultaneously with a report as required in Section II (A) or they will be returned to **CAREERWORKS, INC.**, thus increasing the processing time for payment.

7. HOURS OF OPERATION

Number of days **CAREERWORKS, INC.** is open per week: 5, Monday – Friday

Normal hours of operation for **CAREERWORKS, INC.**: 9:00 AM to 5:00 PM, with individual schedules arranged based on client, evaluator and assessment space availability.

HOLIDAYS: Services not provided on major holidays.

8. FEE SCHEDULE

Current fees for CAS options are as follows. CAREERWORKS, INC. will be advised of any change in fee structure.

CAREERWORKS, INC.
Lynn Dowd, Ed.S., ICVE
Certified Vocational Evaluator
International Certified Vocational Evaluator
PO Box 594
Tracys Landing, MD 20779

Phone: 443-550-3080
E-mail: careerworksinc@gmail.com

Certified Vocational Evaluator - Cooperative Agreement
Federal I.D.: 59-3826755
Updated: 12/2024

Serving Regions: All

CAREER ASSESSMENT SERVICES (CAS)

Service	Approximate Length of Program	Fee
Itemized & Itemized Hybrid	1 day	\$194 ICVE/CARF Flat Rate \$48.50 No Show
Investigative Assessment (virtual)	2 days/8 hours	\$680 ICVE/CARF Flat \$170 No Show
Focused & Focus Hybrid	1 to 2 days	\$581 ICVE/CARF Flat \$145.25 No Show
Exploratory & Exploratory Hybrid	2 to 3 days	\$780 ICVE/CARF Flat \$195 No Show
Comprehensive & Comprehensive Hybrid	2 to 5 days	\$1,068 ICVE/CARF Flat \$267 No Show

PRE-EMPLOYMENT TRANSITION SERVICES (Pre-ETS)

Service	Approximate Length of Program	Fee
Job Exploration Counseling	10 hours	\$700
Pre-ETS Intensive Supports Fee (add-on when Intensive Supports are provided)		\$300 per Pre-ETS service

9. GOVERNING LAW

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

10. DISPUTES

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this agreement 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, **CAREERWORKS, INC.** 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. **CAREERWORKS, INC.**, at the discretion of the Assistant Superintendent, may be afforded an opportunity to be heard and to offer evidence in support of their claim.

5. The Assistant Superintendent shall render a written decision on all claims within 30 days of receipt of **CAREERWORKS, INC.**'s written claim, unless the Assistant Superintendent determines that a longer period is necessary to resolve the claim. The decision shall be furnished to **CAREERWORKS, INC.** by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

6. **CAREERWORKS, INC.** 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, **CAREERWORKS INC.** shall proceed diligently with the performance of the agreement.

11. INDEMNIFICATION

At its sole cost and expense, **CAREERWORKS INC.** shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to **CAREERWORKS INC.** performance of this agreement and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit.

CAREERWORKS INC shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

The State has no obligation: (i) to provide legal counsel or defense to **CAREERWORKS INC** in the event that a suit, claim or action of any character is brought against **CAREERWORKS INC** as a result of or relating to **CAREERWORKS INC's** obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, **CAREERWORKS INC** shall promptly notify DORS of any such claims, demands, actions or suits.

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

12. MULTI-YEAR AGREEMENTS

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. **CAREERWORKS, INC.** may not recover anticipatory profits or costs incurred after termination.

13. TERMINATION FOR DEFAULT

In the event **CAREERWORKS, INC.** has not performed or has unsatisfactorily performed the cooperative agreement, payment shall be withheld at the discretion of DORS. Failure on the part of **CAREERWORKS, INC.** to fulfill obligations of this agreement shall be considered just cause for termination of the cooperative agreement and **CAREERWORKS, INC.** is not entitled to recover any costs incurred by **CAREERWORKS, INC.** 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 21.07.01.11B. **CAREERWORKS, INC.** will have 10 days to cure after notice of default.

14. 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 agreement 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 **CAREERWORKS, INC.** has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, **CAREERWORKS, INC.** 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).

15. CAREERWORKS, INC. hereby represents and warrants that:

- a. **Employment of Child Sex Offenders:** **CAREERWORKS, INC.** shall at all times be compliant with the Criminal Procedure Article, Annotated Code of Maryland, Section 11-722, and may not knowingly employ an individual who is a registered child sex offender to provide services on

school property or property where formal or informal childcare is provided. If a registered child sex offender is employed by **CAREERWORKS, INC.**, **CAREERWORKS, INC.** is prohibited from assigning that employee to perform any services as part of the program, or on the premises of **CAREERWORKS, INC.**

- b. **CAREERWORKS, INC.** is responsible for providing legal counsel to represent **CAREERWORKS, INC.**, board members, officers, employees, volunteers, successors, or assigns in any matter related to the provision of services to any person referred to **CAREERWORKS, INC.** by DORS under the cooperative agreement. Neither the State of Maryland, Maryland State Department of Education, Division of Rehabilitation Services will provide legal representation to **CAREERWORKS, INC.** or any officer, board member, employee, volunteer, successor, or assigns for any purpose related to this cooperative agreement;
- c. They are qualified to do business in the State of Maryland and that they will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- d. They are 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 they shall not become so in arrears during the term of this Agreement;
- e. They shall comply with all federal, State, and local laws, regulations, and ordinances applicable to their activities and obligations under this Agreement;
- f. They shall obtain, at their expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of their obligations under this Agreement; and
- g. They shall abide by the DORS Ethical Standards Agreement for CAS Private Practitioners, attached to this Agreement.

COOPERATIVE AGREEMENT

BETWEEN THE

MARYLAND DIVISION OF REHABILITATION SERVICES

AND

CAREERWORKS, INC.

The Cooperative Agreement has been reviewed by the undersigned and satisfactorily defines the working relationships between the two entities for the purpose of providing Career Assessment Services to individuals with disabilities.

Effective Date of Agreement: 12/2024 to 12/2027

Maryland Division of Rehabilitation Services	CAREERWORKS, INC.
_____ Dr. Erik D. Bonner, Assistant State Superintendent Division of Rehabilitation Services	_____ Lynn Dowd, Ed.S. ICVE CAREERWORKS, INC. - Owner
_____ Geoffrey Sanderson, Deputy State Superintendent	
_____ Tamla Mc Dowell-Omodho, Staff Specialist, Community Rehabilitation Programs	
_____ Reviewed for form and legal sufficiency Elliott Schoen, Assistant Attorney General	

To be forwarded electronically: CAS Checklist

Attachment: DORS Ethical Standards Agreement for CAS Private Practitioners

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Geoffrey Sanderson, Deputy State Superintendent	
	
Tamla Mc Dowell-Omodho, Staff Specialist, Community Rehabilitation Programs	
	
Reviewed for form and legal sufficiency Elliott Schoen, Assistant Attorney General	

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APPENDIX 1

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 individual practitioners of career assessment services, 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 individual practitioner 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 individual practitioner;
- 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 individual practitioner.

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