

PLAN OF COOPERATION
BETWEEN
THE MARYLAND DIVISION OF REHABILITATION SERVICES
AND
Nan Cronk-Walker
for the Purchase of Vocational Interpreter Services

Effective: March 1st, 2021 to February 28th, 2023

1. PURPOSE

This Plan of Cooperation is entered into between the Maryland Division of Rehabilitation Services (herein referred to as DORS) and Nan Cronk-Walker (herein referred to as the VI), for the purpose of provision of Vocational Interpreter Services (VIS) to DORS consumers. This Agreement is an initial cooperative agreement between DORS and the VI.

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 the VI 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

DORS' Rehabilitation Services Manual (RSM) 2, section 706.10 is hereby incorporated into this agreement. APPENDIX II. Vocational Interpreters (VI) are credentialed by either the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD), or the Interpreter Training Program (ITP). At the direction of the DORS counselor (RCD) and consistent with this signed agreement with DORS, these vendors provide interpretation, as needed, during training, job development and employment follow-up support for individuals who are deaf.

a. Purchase of Services:

1. The OFS Deaf and Hard of Hearing Services Staff Specialist reviews/approves vendor applications, ensures the vendor has completed a Cooperative Agreement, and provides technical assistance to VI, as needed.

2. VIS are purchased from approved providers consistent with RSM 5, Section 105.04, General Fee Schedule.
- b. It is the responsibility of the VI to obtain any professional liability insurance that they deem necessary.
- c. It is the responsibility of the VI to abide by the DORS Ethical Standards Agreement for Private Practitioners, attached to this Agreement.
- d. It is the responsibility of the VI to ensure that reports: a) meet the standards set forth in the Service Provision and Reporting section of the Plan of Cooperation and are in the proper format; b) are signed; and c) are sent in a timely manner as outlined below.

3. SERVICE PROVISION AND REPORTING

- a. VIS include the following activities, consistent with the DORS counselor's referral and authorization:
 1. Job Development Preparation (e.g. mock interviewing) in combination with services provided by either WTC employment services, Business Service Representatives, Rehabilitation Communication Services (RCS) Providers, or Community Rehabilitation Providers (CRP).
 2. On-Site Job Interview Assistance in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP.
 3. On-Site Vocational Interpretation (e.g. during informational interviews with employers, job fairs, short-term training or supervisory meeting) singly or in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP.
 4. On-Site Vocational Interpretation during Pre-Employment Transitioning Services (Pre-ETS) Work-Based Learning Experience singly or in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP. Hours authorized should initially be based on the Job Coaching Fading Schedule for Short-Term Job Coaching (RS<2, Attachment 800-3). Administrative Approval required to exceed this number.
- b. VIS shall not be provided after a consumer agrees that employment stability has been achieved and the employment stable date has been entered in **AWARE**.

- c. Reporting Requirements: A Vocational Interpretation Log (RS-7u) must be submitted with the invoice on a monthly basis. The log must contain the following information: VI name, consumer name, the date(s) of service, business name and address, meeting start and end times, individuals present, and any relevant comments. The log must be signed and dated by the consumer.

4. SERVICES TO BE PROVIDED:

The VI agrees to provide the following services, as defined in the DORS RSM 2, Section 706.10(b):

- a. Job Development Preparation (e.g. mock interviewing) in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP.
- b. On-Site Job Interview Assistance in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP.
- c. On-Site Vocational Interpretation (e.g. during informational interviews with employers, job fairs, short-term training or supervisory meeting) singly or in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP.
- d. On-Site Vocational Interpretation during Pre-ETS Work-Based Learning Experience singly or in combination with services provided by either WTC employment services, Business Service Representatives, RCS provider, or CRP. Hours authorized should initially be based on the Short-Term Job Coaching Fading Schedule. Administrative Approval required to exceed this number.

5. COMMUNICATION REGARDING SERVICE PROVISION

DORS and the VI will communicate at the time of referral and throughout service provision to discuss the scope of services required to enhance effectiveness and outcomes.

6. FEES, BILLING AND FINANCIAL PROCEDURES

Fees are established for Vocational Interpreter Services (VIS) at rates established by DORS. General Standards listed below apply to any options provided by individual practitioners. See FEES, below.

- a. Services requested by DORS will not begin until the appropriate Referral for VI Services (RS-8v) is submitted, and purchase orders are written and authorized. DORS will not be responsible for the payment of any fees

charged by the VI provider for services provided prior to the time authorized by DORS staff.

- b. DORS and the VI are both responsible for contacting the person served by email or phone, three to four days before the Intake and Planning Meeting date, to confirm the person's appointment. Documentation of these contacts will be retained in the person's record of services.
- c. DORS will purchase services for persons served only from Vocational Interpreters 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.
- d. The VI may not accept any payment from the person served or the person's family, or a third party for those services.
- e. The Vocational Interpreter's **Federal Identification Number** will be placed on all invoices in order to reduce processing time and for income tax purposes.
- f. The VI may not bill DORS for an amount greater than the fees indicated in the current Cooperative Agreement.
- g. The VI 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.
- h. This agreement does not obligate DORS to refer any specific number of individuals to the VI. Payments to the VI will be based on bona fide actions only.
- i. Invoices requesting payment must be submitted simultaneously with a report as required in Section 3 or they will be returned to the VI, thus increasing the processing time for payment.
- j. A missed appointment (no-show) fee shall be paid to the VI should a consumer fail to report for a scheduled appointment (see FEES below).

7. HOURS OF OPERATION

The VI will provide Vocational Interpreter Services TBD days per week, Monday through Friday, from 8 a.m. to 6 p.m., with individual schedules arranged based on client availability.

HOLIDAYS: Services are not provided on major holidays.

SERVICE AREA: Services will be provided in the following areas:

☐ throughout Maryland, or ☒ in the following counties: Frederick, Washington and Carroll Counties

8. FEES

Current fees for Vocational Interpreter Services are as follows:

Vocational Interpreter Service (VIS) Note: A <u>vocational Interpretation Services Log (RS-7u)</u> , signed by the consumer, is required with each invoice.	
Description	Fee
VI - Job Development Preparation	\$65 per hour, maximum 8 hours.
VI - On-site Interview Assistance	\$65 per hour.
VI - On-site Vocal Interpretation	\$65 per hour. Regional administrative approval required to exceed 20 hours per employment placement.
VI - On-site Vocational Interpretation during WBLE	\$65 per hour. Authorized hours may not exceed the <u>Job Coaching Fading Schedule</u> for short-term job coaching without prior administrative approval.
VI - Vendor Travel for Communication Services	\$35 per hour

Provider Contact Information

Contact Name: Nan Cronk-Walker

Street Address: 9960 Harmony Road

City, State, Zip: Millersville, MD 21773

Cell Phone: 301-606-4452

Business Phone: 301-606-4452

Fax: n.a

Email: nancronkwalker@aol.com **Federal ID:** 033-42-0402

1. GOVERNING LAW

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

2. 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.

- a. 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.
- b. A claim shall be made in writing and submitted to the Maryland State Department of Education, Assistant State Superintendent in Rehabilitation Services.
- c. When a claim cannot be resolved by mutual agreement, the VI shall submit a written request for final decision to the Assistant Superintendent. The written request shall set forth all the facts surrounding the controversy.
- d. The VI, at the discretion of the Assistant Superintendent, may be afforded an opportunity to be heard and to offer evidence in support of their claim.
- e. The Assistant Superintendent shall render a written decision on all claims within 30 days of receipt of the VI's written claim, unless the Assistant Superintendent determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the VI by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- f. The VI 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.
- g. Pending resolution of a claim, the provider shall proceed diligently with the performance of the agreement.

3. INDEMNIFICATION

At its sole cost and expense, Nan Cronk-Walker 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 Nan Cronk-Walker, 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.

Nan Cronk-Walker 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 in the event that a suit, claim or action of any character is brought against Nan Cronk-Walker as a result of or relating to Nan Cronk-Walker obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, Nan Cronk-Walker shall promptly notify Nan Cronk-Walker 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.

4. 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. The VI may not recover anticipatory profits or costs incurred after termination.

5. TERMINATION FOR DEFAULT

In the event the VI has not performed or has unsatisfactorily performed the cooperative agreement, payment shall be withheld at the discretion of DORS. Failure on the part of the VI to fulfill obligations of this agreement shall be considered just cause for termination of the cooperative agreement. The rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

6. 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 the VI all reasonable costs associated with this cooperative agreement that the VI has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, the VI 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).

7. THE VI HEREBY REPRESENTS AND WARRANTS THAT:

- a. 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;

- b. 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;
- c. They shall comply with all federal, State, and local laws, regulations, and ordinances applicable to their activities and obligations under this Agreement;
- d. They are responsible for ensuring that their 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. They may not hire, contract, or otherwise engage an individual to participate in this Agreement who has been convicted of a crime involving child abuse or neglect, contributing to the delinquency of a minor; a crime of violence as set forth in Criminal Law Article § 14-101, Annotated Code of Maryland, or has evidence of a criminal history which in the opinion of the RCS makes the individual unfit to participate in this Agreement.
- e. They shall obtain, at their expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of her obligations under this Agreement; and
- f. They shall abide by the DORS Ethical Standards Agreement for Private Practitioners, attached to this Agreement.

COOPERATIVE AGREEMENT
BETWEEN THE
MARYLAND DIVISION OF REHABILITATION SERVICES
AND
Nan Cronk-Walker

Effective March 1st, 2021 to February 28th, 2023

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

Signature and date (*below*)

Maryland Division of Rehabilitation Services	
_____ Scott Dennis, Assistant State Superintendent in Rehabilitation Services	_____ Date
_____ Dr. Sylvia Lawson, Deputy State Superintendent	_____ Date
Reviewed for Form and Legal Sufficiency	
_____ Elliott Schoen, Assistant Attorney General	_____ Date
_____ Nan Cronk-Walker	_____ Date


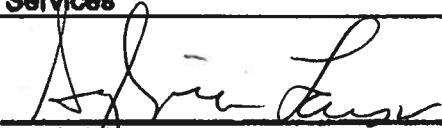
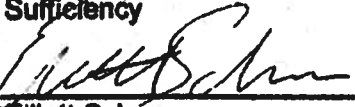
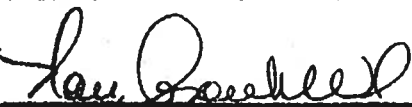
Attachment: DORS Ethical Standards Agreement for Private Practitioners

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Signature and date (below)

Maryland Division of Rehabilitation Services	
	03/01/2021
Scott Dennis, Assistant State Superintendent in Rehabilitation Services	Date
	3/2/2021
Dr. Sylvia Lawson, Deputy State Superintendent	Date
Reviewed for Form and Legal Sufficiency	
	2/26/21
Elliott Schoen, Assistant Attorney General	Date
	Jan 28, 2021
Nan Cronk-Walker	Date

Attachment: DORS Ethical Standards Agreement for Private Practitioners

Updated 12/31/2020

Cooperative Agreement

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DORS and Nan Cronk-Walker

APPENDIX I

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 vocational interpreting, 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.

**DIVISION OF REHABILITATION SERVICES
REHABILITATION SERVICES MANUAL 2 (RSM 2)
VR & IL POLICIES AND PROCEDURES**

**SECTION 706.10 VOCATIONAL INTERPRETER SERVICES FOR THE DEAF
OR HARD OF HEARING**

Vocational Interpreters (VI) are credentialed by either the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD), or the Interpreter Training Program (ITP). At the direction of the DORS counselor (RCD) and consistent with a signed agreement with DORS, these vendors provide interpretation, as needed, during training, job development and employment follow-up support for individuals who are deaf.

a. Purchase of VI services:

1. The OFS Deaf and Hard of Hearing Services Staff Specialist reviews/approves vendor applications, ensures the vendor has completed a Cooperative Agreement, and provides technical assistance to RCDs and vocational interpreters, as needed.
2. VI services are purchased from approved providers consistent with RSM 5, Section 105.04, General Fee Schedule.

b. Vocational Interpretation services include the following activities, consistent with the DORS counselor's referral and authorization:

1. Job Development Preparation (e.g. mock interviewing) in combination with services provided by either WTC employment services, Business Service Representatives, RCS, or CRPs.
2. On-Site Job Interview Assistance in combination with services provided by either WTC employment services, Business Service Representatives, RCSs, or CRPs.
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be based on the Short-Term Job Coaching Fading Schedule.
Administrative Approval required to exceed this number.

- c. **Reporting Requirements** – Vocational Interpretation Logs must be submitted with the invoice on a monthly basis. The VI shall provide a signed Vocational Interpretation Services Log, including date, business name and address, start and end time, individuals present, and any relevant comments. The log must be signed by the consumer.
- d. **Employment Stability** – VI shall not be provided after a consumer agrees that employment stability has been achieved and the employment stable date has been entered in **AWARE**.