

PLAN OF COOPERATION
BETWEEN
THE MARYLAND DIVISION OF REHABILITATION SERVICES
AND
Michael Pearlman

For the Purchase of Rehabilitation Communication 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 Michael Pearlman (herein referred to as the RCS), for the purpose of provision of Rehabilitation Communication Services to DORS consumers. This Agreement is an initial cooperative agreement between DORS and the RCS.

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 RCS 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 706.09 is incorporated into this agreement. APPENDIX II. Rehabilitation Communication Specialists (RCSs) are vendors who have a Sign Language Proficiency Interview: American Sign Language (SLPI: ASL) credential or have obtained a minimum 3+ or higher proficiency rating as assessed by the DORS Staff Specialist for Deaf and Hard of Hearing Services, through a skills interview, and have demonstrated experience communicating with employers.

At the direction of the DORS counselor (RCD) and consistent with this signed agreement with DORS, RCS vendors provide job placement and employment follow-up support for individuals who are deaf or hard of hearing. DORS may purchase the following RCS services singly or in combination WTC Employment Services, Business Services Representatives, and Community Rehabilitation Providers (CRP), as below:

a. Purchase of RCS services:

1. DORS counselors may purchase RCS job development services singly or in combination with services provided by WTC employment services or Business Service Representatives.
 2. DORS counselors may purchase RCS on-site follow-up services or RCS on-site communication support for a Pre-Employment Transitioning Services (Pre-ETS) Work-Based Learning Experience (WBLE) singly or in combination with CRP short-term or intensive job coaching services.
 3. DORS counselors may purchase RCS services singly or in combination with Vocational Interpretation Services (RSM 2, Section 706.10), as requested by the consumer or RCS.
 4. 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 RCSs, as needed.
 5. RCS services are purchased from approved vendors consistent with RSM 5, Section 105.04, General Fee Schedule.
- b. It is the responsibility of the RCS to obtain any professional liability and general liability insurance that they deem necessary.
- c. It is the responsibility of the RCS to abide by the DORS Ethical Standards Agreement for Private Practitioners, attached to this Agreement.
- d. It is the responsibility of the RCS 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.
- e. Duties the RCS may not perform – The duties of the RCS are described in (a) above. Duties the RCS may not be engaged to provide for a DORS consumer include the following:
1. Provide transportation only.
 2. Act on behalf of the DORS rehabilitation counselor.
 3. Interpret extensively or provide communication access in settings that would normally require the use of a professional interpreter such as in medical or legal settings.

- f. Reporting requirements – Progress reports must be submitted with monthly invoices, noting when RCS services are provided in collaboration with CRPs, BSRs, or Vocational Interpretation Services providers (RSM 2, Section 706.10).
- g. Employment Stability – Other than Job Retention Evaluation, no other RCS service may be provided once the consumer agrees that employment stability has been achieved and the employment stability date has been entered in AWARE™. If an action plan developed during the job retention evaluation requires on-site follow-up, the employment will be considered stable only after the consumer verifies that the Action Plan has been fulfilled.

3. SERVICE PROVISION AND REPORTING

Rehabilitation Communication Services shall include the following elements, regardless of which service option is chosen:

- a. Participation and input of the consumer throughout the process, particularly during the Intake and Planning Meeting, development of the consumer's Objectives, and progress reviews;
- b. Sensitivity to cultural, linguistic, ethnic and other environmental considerations;
- c. Vocationally relevant behavioral observations and temperament factors;
- d. Consideration of assistive technology needs.

The Rehabilitation Communication Specialist will complete the RCS Monthly Progress Report (RS-7t) which must be submitted at least once a month and must note when RCS services are provided in collaboration with CRPs, BSRs, or Vocational Interpretation Services. Progress reports must be submitted along with the monthly invoice during the first week of each month following service provision, as described in the **Fees, Billing and Financial Procedures** section of this Agreement.

The RCS is also required to complete the RCS Employment Verification & Placement Incentive Request (RS-8k), when applicable. The placement report must be signed and dated by the consumer.

DORS may monitor a sample of reports for compliance.

4. SERVICES TO BE PROVIDED

The RCS agrees to provide the following services, as defined in DORS RSM 2, Section 706.09(b):

- a. **Intake and Planning** – Meet with the consumer and referring counselor to determine the consumer’s employment and communication needs and to develop consumer’s objectives, consistent with the IPE.
- b. **Job Development Preparation** – As required, resume and cover letter preparation and interview preparation.
- c. **Job Development** – May include preparation and practice of interviewing skills, role play, job placement, and communication support throughout the interview and placement process, and assistance with On the Job Training (OJT) coordination in partnership with the DORS regional business services representative.
- d. **On-site Follow-Up** (onboarding, training, and on-the-job mentoring, support and problem resolution) – May be provided when a consumer initially achieves employment for the purpose of stabilizing the employment. Hours initially authorized should be based on the DORS Job Coaching Fading Schedule (RSM2, Attachment 800-3) available prior to transition to natural supports. Administrative Approval required to exceed this number.
- e. **Job Retention Evaluation** (work environment and culture, communication styles and information sharing, reasonable accommodations employee relationships, organizational support, employee growth potential, employee/consumer production) – May be provided after employment stability has been achieved and the employment stable date has been entered in **AWARE** to address a specific concern related to performance and/or job retention.
- f. **Job Retention On-Site Follow-Up** – May be provided as an additional support to regain employment stability when the job retention evaluation results in an Action Plan requiring on-site follow-up.
- g. **On-Site Communication Support During WBLE** – May be provided for students with disabilities during a work-based learning experience. Hours authorized should be based on the DORS Job Coaching Fading Schedule for Short-Term Job Coaching (RSM2, Attachment 800-3). Administrative approval required to exceed this number.

5. COMMUNICATION WITH AND REGARDING PERSONS SERVED

DORS and the RCS will communicate at the time of referral and throughout service provision to discuss the scope of services required, as well as progress toward the consumer’s employment objectives, to enhance effectiveness and outcomes.

6. FEES, BILLING AND FINANCIAL PROCEDURES

- a. Fees are established for Rehabilitation Communication Services at rates established by DORS. General Standards listed below apply to any options provided by individual practitioners. See FEES, below.
- b. Services requested by DORS will not begin until the Referral for Rehabilitation Communication Specialist Services (RS-8I) is submitted to the RCS, and the purchase authorizations are written and authorized. DORS will not be responsible for the payment of any fees charged by the RCS provider for services provided prior to the time authorized by DORS staff.
- c. DORS and the RCS 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.
- d. A missed appointment (no-show) fee shall be paid to the RCS should a consumer fail to report for a scheduled appointment (see FEES, below).
- e. DORS will purchase services for persons served only from Rehabilitation Communication Specialists 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. The RCS may not accept any payment from the person served or the person's family, or a third party for those services.
- g. The Rehabilitation Communication Specialist's **Federal Identification Number** will be placed on all invoices in order to reduce processing time and for income tax purposes.
- h. The RCS may not bill DORS for an amount greater than the fees indicated in the current Cooperative Agreement.
- i. The RCS 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.
- j. This agreement does not obligate DORS to refer any specific number of individuals to the RCS. Payments to the RCS will be based on bona fide actions only.

- k. Invoices requesting payment must be submitted simultaneously with a report as required in Section 3 or they will be returned to the RCS, thus increasing the processing time for payment.

7. HOURS OF OPERATION

The RCS will provide Rehabilitation Communication Services 7 days per week, Monday through Sunday, from 9 a.m. to 9 p.m., with individual schedules arranged based on client availability.

HOLIDAYS: Services not provided on major holidays.

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

☒ throughout Maryland, or ☐ in the following counties:

8. FEES

Current fees for Rehabilitation Communication Services are as follows:

| Description | Fee |
|---|---|
| RCS Intake & Planning | \$120 flat rate |
| RCS Job Development | \$60 per hour, to be issued in 20-hour increments. If more than 60 hours are required, a team meeting and regional administrative approval is required. |
| RCS On-site Follow Up | \$60 per hour. Regional administrative approval required to authorize hours in excess of the <u>Job Coaching Fading Schedule</u> before transition to natural supports. |
| RCS Job Retention Evaluation | \$60 per hour |
| RCS Job Retention On-site Follow Up | \$60 per hour |
| RCS On-site Communication Support during WBLE | \$60 per hour. Regional administrative approval required to authorize hours in excess of the <u>Job Coaching Fading Schedule</u> before transition to natural supports. |
| RCS Missed Appointment – No Show | \$35 flat fee |

| Description | Fee |
|--|---------------|
| RCS Vendor Travel for Communication Services | \$35 per hour |

Provider Contact Information

Contact Name: Michael Pearlman

Street Address: 340 Elmcroft Blvd., Apt. 4105

City, State, Zip: Rockville, MD 20850

Cell Phone: 301-200-7174

Business Phone: 301-241-0443

Fax: n.a.

Email: mprcs@gmail.com **Federal ID:** 478-08-8506

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 RCS 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 RCS, 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 RCS written claim, unless the Assistant Superintendent determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the RCS by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- f. The RCS 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 RCS shall proceed diligently with the performance of the agreement.

3. INDEMNIFICATION

At its sole cost and expense, Michael Pearlman 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 Michael Pearlman, 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.

Michael Pearlman 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 Michael Pearlman as a result of or relating to Michael Pearlman obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, Michael Pearlman shall promptly notify Michael Pearlman 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 RCS may not recover anticipatory profits or costs incurred after termination.

5. TERMINATION FOR DEFAULT

In the event the RCS 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 RCS 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 RCS all reasonable costs associated with this cooperative agreement that the RCS has incurred up to the date of notice of termination and all reasonable costs associated with termination of the cooperative agreement. However, the RCS 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 RCS 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 the 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
Michael Pearlman

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 Rehabilitation Communication Services to individuals with disabilities.

Signatures and dates (*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 | |
| | _____ Date |
| _____ Elliott Schoen, Assistant Attorney General | |
| | |
| _____ Michael Pearlman | _____ Date |




Attachment: DORS Ethical Standards Agreement for Private Practitioners

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BETWEEN THE
MARYLAND DIVISION OF REHABILITATION SERVICES
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Michael Pearlman

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

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Signatures and dates (*below*)

| | |
|---|----------------|
| Maryland Division of Rehabilitation Services | |
|  | 03/17/2021 |
| Scott Dennis, Assistant State Superintendent in Rehabilitation Services | Date |
| | |
| Dr. Sylvia Lawson, Deputy State Superintendent | Date |
| Reviewed for Form and Legal Sufficiency | |
|  | March 15, 2021 |
| Elliott Schoen, Assistant Attorney General | Date |
|  | 1/8/21 |
| Michael Pearlman | Date |

Attachment: DORS Ethical Standards Agreement for Private Practitioners

Updated 12/31/20

Cooperative Agreement
DORS and Michael Pearlman

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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 rehabilitation communication 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.

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

**SECTION 706.09 REHABILITATION COMMUNICATION SPECIALIST
SERVICES FOR THE DEAF OR HARD OF HEARING**

Rehabilitation Communication Specialists (RCSs) are vendors who have a Sign Language Proficiency Interview: American Sign Language (SLPI: ASL) credential or have obtained a minimum 3+ or higher proficiency rating as assessed by the DORS Staff Specialist for Deaf and Hard of Hearing Services, and have demonstrated experience communicating with employers and advocating for consumers. At the direction of the DORS counselor (RCD) and consistent with a signed agreement with DORS, these vendors provide job placement and employment follow-up support for individuals who are deaf or hard of hearing singly or in combination WTC Employment Services, Business Services Representatives, and CRPs, as below.

a. Purchase of RCS services:

1. DORS counselors may purchase RCS job development services singly or in combination with services provided by WTC employment services or Business Service Representatives.
2. DORS counselors may purchase RCS on-site follow-up services or RCS on-site communication support for a Pre-ETS WBLE singly or in combination with CRP short-term or intensive job coaching services.
3. DORS counselors may purchase RCS services singly or in combination with Vocational Interpretation Services (Section 706.10), as requested by the consumer or RCS.
4. 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 RCSs, as needed.
5. RCS services are purchased from approved vendors consistent with RSM 5, Section 105.04, General Fee Schedule.

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

1. **Intake and Planning** – Meet with the consumer and referring counselor to determine the consumer's employment and

communication needs and to develop consumer's objectives, consistent with the IPE.

2. **Job Development Preparation** – As required, resume and cover letter preparation and interview preparation.
 3. **Job Development** – May include preparation and practice of interviewing skills, role play, job placement, and communication support throughout the interview and placement process, and assistance with On the Job Training (OJT) coordination in partnership with the DORS regional business services representative.
 4. **On-site Follow-Up** (onboarding, training, and on-the-job mentoring, support and problem resolution) – May be provided when a consumer initially achieves employment for the purpose of stabilizing the employment. Hours initially authorized should be based on the Job Coaching Fading Schedule available prior to transition to natural supports. Administrative Approval required to exceed this number.
 5. **Job Retention Evaluation** (work environment and culture, communication styles and information sharing, reasonable accommodations employee relationships, organizational support, employee growth potential, employee/consumer production) – May be provided after employment stability has been achieved and the employment stable date has been entered in **AWARE** to address a specific concern related to performance and/or job retention.
 6. **Job Retention On-Site Follow-Up** – May be provided as an additional support to regain employment stability when the job retention evaluation results in an Action Plan requiring on-site follow-up.
 7. **On-Site Communication Support During WBLE** – May be provide for students with disabilities during a work-based learning experience. Hours authorized should be based on the Short-Term Job Coaching Fading Schedule. Administrative approval required to exceed this number.
- c. **Duties the RCS may not perform** – The duties of the RCS are described in (b) above. Duties the RCS may not be engaged to provide for a DORS consumer include the following:
1. Provide transportation only.
 2. Act on behalf of the DORS rehabilitation counselor.

3. Interpret extensively or provide communication access in settings that would normally require the use of a professional interpreter such as in medical or legal settings.
- d. **Reporting requirements** – Progress reports must be submitted with monthly invoices, noting when RCS services are provided in collaboration with CRPs, BSRs, or Vocational Interpretation Services providers (Section 706.10).
- e. **Employment Stability** – Other than Job Retention Evaluation, no other RCS service may be provided once the consumer agrees that employment stability has been achieved and the employment stability date has been entered in **AWARE**. If an action plan developed during the job retention evaluation requires on-site follow-up, the employment will be considered stable only after the consumer verifies that the Action Plan has been fulfilled.