



MARYLAND DEPARTMENT OF HUMAN SERVICES
 Department of Human Services
 311 West Saratoga Street
 Baltimore MD 21201

FIA ACTION TRANSMITTAL

Control Number: # 23-13

Effective Date: Upon Receipt

Issuance Date: April 10, 2023

**TO: DIRECTORS, LOCAL DEPARTMENTS OF SOCIAL SERVICES
 DEPUTY/ASSISTANT DIRECTORS FOR FAMILY INVESTMENT
 FAMILY INVESTMENT SUPERVISORS AND ELIGIBILITY
 STAFF**

FROM: LA SHERRA AYALA, EXECUTIVE DIRECTOR

RE: CIVIL RIGHTS COMPLIANCE

**PROGRAM AFFECTED: SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM
 (SNAP) and TEMPORARY CASH ASSISTANCE (TCA)**

ORIGINATING OFFICE: OFFICE OF OPERATIONS

SUMMARY

Family Investment Administration (FIA) and Local Department of Social Services (LDSS) must ensure meaningful access to our federally assisted programs and activities. In accordance with federal civil rights law, U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) civil rights regulations and policies prohibit discrimination on the basis of race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity. In 2022 the USDA and HHS updated their Nondiscrimination Statement. Therefore, FIA and all LDSS must update all documents to reflect the new statement.

ACTION REQUIRED

To ensure compliance with federal law and requirements, each LDSS is required to complete the following:

1. LDSS must assess their current Civil Rights-related processes, procedures, and contracts and update them. Please reference the Civil Rights Guide and Language Access Plan.

- Update the Civil Rights standard operating procedure (SOP) to be submitted to the Office of Statewide Policy Compliance and Customer Service Performance via email at fia.policy@maryland.gov for approval **by May 01, 2023**.
- Update all SNAP-related local contracts with required language **by May 01, 2023**.

2. LDSSs that have created documents unique to their local operations must update their forms with the required language specified in the attached Civil Rights Guide. *Please note that this requirement relates to SNAP and TANF.*

- Update all locally created SNAP, TANF and MA-related applications, forms, and notices with proper standard federal non-discrimination statements (NDS) **by May 01, 2023**.

3. Each LDSS must have a Customer Access Coordinator (CAC). The CAC role and responsibilities include:

- (1) Serving as the primary point of contact and subject matter expert (SME) for DHS customers who require accommodations at the LDSS.
- (2) Ensuring that American with Disabilities Act (ADA) violations do not occur and/or are immediately remedied.
- (3) Ensuring that all appropriate laws and notices regarding the ADA are posted in a location that is visible to customers.
- (4) Monitoring ongoing progress of ADA accommodations for customers.
- (5) Overseeing internal accommodation procedures for customers.
- (6) Communicating and effectively using ADA resources to resolve customer's needs.
- (7) Standing as liaison and point of contact between Office of Employment & Program Equity (OEPE) and the LDSS.

4. Identify a Customer Access Coordinator (CAC) for each LDSS office/location which includes the name(s) and his/her office location in the Civil Rights SOP at the LDSS by **by May 01, 2023**.

Note: SNAP and TANF forms are in the process of being updated to include the proper federal non-discrimination language to all Eligibility and Enrollment (E&E) issued documents and manual applications, forms, and notices.

Joint USDA and HHS Nondiscrimination Statement

In accordance with federal civil rights laws and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Programs that receive federal financial assistance from the U.S. Department of Health and Human Services (HHS), such as Temporary Assistance for Needy Families (TANF), and programs HHS directly operates are also prohibited from discrimination under federal civil rights laws and HHS regulations.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or who have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

USDA provides federal financial assistance for many food security and hunger reduction programs such as the Supplemental Nutrition Assistance Program (SNAP), the Food Distribution Program on Indian Reservations (FDPIR) and others. To file a program complaint of discrimination, complete the Program Discrimination Complaint Form, (AD-3027) found online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail: Food and Nutrition Service, USDA, 1320 Braddock Place, Room 334, Alexandria, VA 22314; or fax: (833) 256-1665 or (202) 690-7442; or phone: (833) 620-1071; or email: FNCSIVILRIGHTSCOMPLAINTS@usda.gov.

For any other information regarding SNAP issues, persons should either contact the USDA SNAP hotline number at (800) 221-5689, which is also in Spanish, or call the [state information/hotline numbers](#) (click the link for a listing of hotline numbers by state); found online at: [SNAP hotline](#).

HHS provides federal financial assistance for many programs to enhance health and well-being, including TANF, Head Start, the Low Income Home Energy Assistance Program (LIHEAP), and others. If you believe that you have been discriminated against because of your race, color, national origin, disability, age, sex (including pregnancy, sexual orientation, and gender identity), or religion in programs or activities that HHS directly operates or to which HHS provides federal financial assistance, you may file a complaint with the Office for Civil Rights (OCR) for yourself or for someone else

To file a complaint of discrimination for yourself or someone else regarding a program receiving federal financial assistance through HHS, complete the form online through OCR's Complaint Portal at <https://ocrportal.hhs.gov/ocr/>. You may also contact OCR via mail at: Centralized Case Management Operations, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201; fax: (202) 619-3818; or email: OCRmail@hhs.gov. Persons who need assistance with filing a civil rights complaint can email OCR at OCRMail@hhs.gov or call OCR toll-free at 1-800-368-1019, TDD 1-800-537-7697. For persons who are deaf, hard of hearing, or have speech difficulties, please dial 7-1-1 to access telecommunications relay services.

This institution is an equal opportunity provider.

SNAP Only USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (833) 620-1071, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature, and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to:

1. mail:
Food and Nutrition Service, USDA
1320 Braddock Place, Room 334 Alexandria, VA 22314; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
FNCSIVILRIGHTSCOMPLAINTS@usda.gov

References:

- **Civil Rights Guide**
- **Language Access Plan**
- **Civil Rights Standard Operating Procedures**

INQUIRIES

Please direct policy questions to the Office of Statewide Policy Compliance and Customer Service Performance by completing the [FIA Policy Information Request Form](#) found on Knowledge Base as shown in the screenshot below.

For systems questions, please email fia.bsdm@maryland.gov.

c: DHS Executive Staff

Constituent Services
DHS Help Desk
FIA Management Staff
Office of Administrative Hearings

Maryland Department of Human Services Family Investment Administration



Civil Rights Guide 2023

**Office of Operations
Office of Statewide Policy Compliance and Customer Service Performance
Office of Operations Deputy Executive Director, Marie McLendon
Director, Labelle Hillgrove
Assistant Director, Crystal Drayton**

I. PURPOSE

The objective of this guide is to provide Local Departments of Social Services (LDSS) and Central DHS staff a comprehensive guide, and instruction on how to comply with federal and state civil rights laws, regulations and policies. It provides the definition of key terms, identifies the authoritative agencies, addresses all 10 areas that ensure compliance with a LDSS Management Evaluation, and stresses the importance of providing equal access to our programs to all our customers.

II. DEFINITIONS

Civil Rights: The nonpolitical rights of a citizen; the rights of personal liberty guaranteed to U.S. citizens by the 13th and 14th Amendments to the U.S. Constitution and by acts of Congress.

Department of Human Services (DHS) Office of Employment and Program Equity (OEPE): This office has the sole authority to investigate all external customer Civil Rights complaints that do not fall under the authority of the U.S. Department of Agriculture or U.S. Department of Health and Human Services.

Disability: A physical or mental disorder/limitation that substantially limits one or more of an individual's major life activities, having a record of such disorder/limitation, or being regarded as having such a disorder/limitation.

Discrimination: The act of distinguishing one person or group of persons from others, either intentionally, by neglect, or by the effect of actions or lack of actions based on their protected bases. Protected bases in federally assisted programs include: race, color, national origin, age, sex, disability, religious creed and political beliefs.

Gender identity: The gender-related identity, appearance, expression or behavior of a person, regardless of the person's assigned sex at birth, which may be demonstrated by:

- a) Consistent and uniform assertion of the person's gender identity; or
- b) Any other evidence that the gender identity is sincerely held as part of the person's core identity.

Limited English proficiency (LEP): A term that describes a circumstance relating to individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English. Agencies that receive federal financial funding have a responsibility to take reasonable steps to ensure meaningful

access to their programs, and activities by person(s) with limited English proficiency. LEP individuals fall under the “national origin” protected class.

Non-Discrimination Statement (NDS): Statements issued by USDA and HHS that are required to be included on forms, notices, and other materials; there is an NDS for SNAP-only programs, and a separate NDS for joint SNAP and HHS programs.

Sexual orientation: The identification of a person as to male or female homosexuality, heterosexuality, or bisexuality.

U.S. Department of Agriculture (USDA) Office of the Assistant Secretary for Civil Rights (OASCR): For state-purposes, this office has the sole authority to investigate SNAP related Civil Rights complaints.

U.S. Department of Health and Human Services (HHS) Office of Civil Rights (OCR): For state-purposes, this office has the sole authority to investigate TANF and Medicaid-related Civil Rights complaints.

Vital documents and materials (for Civil Rights purposes): Any document that is shared/received by the customer that is necessary to obtain benefits or continue program participation. This includes, but is not limited to, applications, notices of eligibility/ineligibility, adverse actions, and websites.

III. **LDSS REQUIREMENTS**

Section 1: Civil Rights Assurances

Requirement(s): Provide civil rights assurance language in agreements and contracts with subrecipients (contractors and vendors) that provide USDA-funded services.

Action Item(s): Ensure that all local contracts and agreements with subrecipients with USDA funding include the non-discrimination contract language listed in sections 6.1, 6.2 and 6.3 of the attached Grant Agreement template and sections 4.8, 4.9 and 4.10 of the Interagency and Intergovernmental Agreement templates (see Appendices A, B and C) as applicable *in their entirety and unmodified*. Each LDSS will maintain a list of subrecipients in its standard operating procedure (see Section 2 for further details on the SOP requirement). This list will provide the name of the vendor, the type of agreement (intergovernmental, interagency, or grant), the expiration date of the agreement and the date the agreement is updated with Civil Rights language. Please note the location of where the Civil Rights language was inserted and place this language in a similar location in your local contracts. Agreement templates can be accessed through Knowledge Base => Procurement => Contract Processing.

Section 2: Public Notice

Requirement(s): Each LDSS must implement specific steps to ensure applicants, participants and potentially eligible persons are informed of program availability, program rights and responsibilities, the policy of nondiscrimination, and the procedure for filing a complaint.

Action Item(s): Each LDSS must create and maintain a Standard Operating Procedure (SOP), approved by FIA, that addresses, at the minimum, the items listed below. Any substantive changes made to the SOP requires a resubmission of the updated SOP for FIA review and approval.

- (a) Non-discrimination statement (NDS): Ensure that the current and proper NDS *in its entirety and unmodified* is on all local SNAP, and TANF applications, forms, and notices.

There are two federal NDS versions that Family Investment Programs must use. One version pertains to “SNAP-only” and must be included on forms, notices and other materials that are specific only to Maryland’s Supplemental Nutrition Assistance Program (SNAP). The second version pertains to programs covered by SNAP *and* Health and Human Services programs, i.e. TANF, and must be included on forms, notices and other materials that relate to not only SNAP, but also Maryland’s Temporary Cash Assistance (TCA) programs. The specific language for both NDS statements are included in the Action Transmittal 23 - *Civil Rights Compliance*.

- (b) Ensure that staff are not only knowledgeable about the state vendors who provide telephonic interpretation services, on-site interpretation services and translation services, but are also knowledgeable on the LDSS’ procedure for accessing these services for customers and using them.

2023 State vendors:

- For Telephonic Interpretation
Language Line Services, LLC provides services via telephone
Toll Free: 1-800-752-6096 (six digit access code is required)
- For On-Site Interpretation & Written Document Translation
Ad Astra, provides on-site interpretation and written document translation services.
Telephone Number: 1-301-408-4242
Email Request: interpreting@ad-astrainc.com

- (c) Included in the LDSS SOP when and how staff will be used for translation assistance.

- (d) When using additional assistance, ensure that the customer’s privacy is considered and respected.
- (e) Identify a Customer Access Coordinator (CAC) for each office/location and include it in the LDSS Civil Rights SOP. When the CAC changes, the Civil Rights SOP must be updated and resubmitted to FIA for review and approval. Additionally, the LDSS must implement internal steps to ensure that staff can easily identify this person. The CAC role and responsibility include
- Serving as the primary point of contact and subject matter expert (SME) for DHS customers who require accommodations at the LDSS.
 - Ensure that ADA violations do not occur and/or are immediately remedied.
 - Ensure that all appropriate laws and notices regarding the ADA are posted in a location that is visible to customers.
 - Monitor ongoing progress of ADA accommodations for customers.
 - Oversee internal accommodation procedures for customers.
 - Communicate and effectively use ADA resources to resolve customer needs.
 - Stand as liaison and point of contact between Office of Employment & Program Equity OEPE and the LDSS.
 - The CAC replaces the previous designations of ADA and LEP Coordinator. The CAC will be the point of contact for not only ADA and LEP issues, but anything Civil Rights-related.
- (f) Prominently display the USDA nondiscrimination poster "[And Justice for All](#)" in a public area.
- (g) Include the statement, “This institution is an equal opportunity provider.” in all photographic and other graphics that are used to provide program or program- related information.

Appendix D is a template Civil Rights SOP for each LDSS to complete and customize to its operation. The template SOP provides further details and best practices

Section 3: Complaints of Discrimination

Requirement(s): All complaints alleging Civil Rights discrimination must be processed and forwarded to the proper authoritative agency within the established timeframes.

Action Item(s): The Civil Rights SOP must contain a section specific to the handling of customer discrimination complaints. This section must address, at the minimum, the below items:

- (a) When to file with (See Appendix C):
 - (i) USDA, Office of the Assistant Secretary for Civil Rights
 - (ii) HHS, Office for Civil Rights
 - (iii) DHS Office of Employment and Program Equity
- (b) Describing how frontline staff should respond if someone inquires about filing a complaint;
- (c) Informing frontline staff about how and to whom to forward SNAP-related discrimination complaints immediately;

NOTE: Each LDSS must highlight in its SOP that staff are to assist the customer and correct the past error, if there was one, even if the customer decides to file a complaint.

- (d) Each local department will provide printouts for consumers of both the USDA and HHS Civil Rights complaint forms. If the LDSS has an available computer lab, the LDSS may want to consider allowing the consumer to use the consumer designated computers within the LDSS to file a complaint electronically.
- (e) Forwarding complaints filed with USDA or HHS to the federal agency, with a copy to OEPE and the FIA Executive Director’s office within five business days.
- (f) The maintenance of separate logs of Civil Rights complaint received based on the authoritative agency, i.e. a log for USDA Civil Rights complaints, a log for HHS Civil Rights complaints, and a log for OEPE Civil Rights complaints
- (g) Ensuring that each Civil Rights complaints log contains information pertaining to civil rights complaints only; and
- (h) Ensuring that all staff receive DHS Civil Rights training, which includes LEP and ADA, and *annual refresher training*.

Section 4: Training

Requirement(s): Training is required so that people involved in all levels of administration of programs that receive federal funding understand civil rights related laws, regulations, procedures and instructions. Persons responsible for reviewing Civil Rights compliance must receive training to assist them in performing their review responsibilities.

Action Item(s): LDSSs must ensure that all customer-interacting staff attend the proper FIA Civil Rights training and that continued education/refresher training is required of staff. It is important to note that the FIA Office of Training does not train on specific LDSS internal civil rights procedures. It is up to each LDSS to create and implement a process to ensure staff are knowledgeable about the LDSS’ internal, civil rights-related processes and procedures.

IV. CENTRAL DHS and FIA REQUIREMENTS

The federal and state requirements are the same for both LDSS and for Central DHS and FIA.

Section IV, therefore, will only provide the “action items” for Central DHS and FIA.

Section 1: Civil Rights Assurances

Action Item(s): Ensure that all local contracts and agreements with subrecipients with USDA funding include the non-discrimination contract language listed in sections 6.1, 6.2 and 6.3 of the attached Grant Agreement template and sections 4.8, 4.9 and 4.10 of the Interagency and Intergovernmental Agreement templates (see Appendices A, B and C) as applicable *in their entirety and unmodified*.

Section 2: Public Notice

Action Item(s):

- (a) Non-discrimination statement (NDS): Ensure that all the current and proper NDS *in its entirety and unmodified* is on all DHS/FIA created SNAP, TANF and Medicaid-related applications, forms and notices. This includes all Eligibility and Enrollment (E&E)-issued documents.
- (b) LDSS Civil Rights SOPs: FIA will ensure that each LDSS has an up-to-date and FIA-approved Civil Rights SOP.
- (c) Customer Access Coordinator: FIA will note the designated CAC on the LDSS Civil Rights SOPs and will provide those names and any updates with OEPE. OEPE will maintain the list of LDSS CACs.
- (d) FIA must provide education and support to LDSSs in the form of staff training (refer to Section 4 for a list of FIA-provided Civil Rights training) and policy and legal guidance.
- (e) Management Evaluation: FIA’s Bureau of Program Evaluation has incorporated civil rights items to its annual review to ensure that FIA activities, services and benefits are accessible to all, particularly to LEP and persons with disabilities.
- (f) Include the statement, “This institution is an equal opportunity provider.” It is all photographic and other graphics that are used to provide program, or program-related information.

Section 3: Complaints of Discrimination Action

Item(s):

FIA will work with DHS’s Constituent Services, which includes the Call Center, and OEPE to ensure proper procedures are in place in forwarding civil rights-related complaints, and maintaining separate logs/records as required by federal regulations.

Section 4: Training Action

Item(s):

Trainings provided by FIA Office of Training:

- Training is required for all levels of administration of programs that receive Federal financial assistance. Training is provided to understand civil rights related laws, regulations, procedures, and directives.
- Persons responsible for reviewing Civil Right compliance must receive training to assist them in performing their review responsibilities.
- The FNS Regional Office for Civil Rights (OCR) and State agencies will be responsible for training State agency staff.
- State agencies are responsible for training local agencies.
- Local agencies are responsible for training their subrecipients, including “frontline staff.” .
- Training must include the following topic per FNS 113.1
 - Collection and use of data;
 - Effective public notification systems;
 - Complaint procedures;
 - Compliance review techniques;
 - Resolution of noncompliance;
 - Requirements for reasonable accommodation of persons with disabilities;
 - Requirements for language assistance.
 - Conflict resolution
 - Customer Service
- Annual refresher training mandated for all LDSS employees.

Training provided by OEPE:

- Civil Rights and ADA training for all new hires during the Human Resource (HR) Orientation.
- Specialized training for new CAC.

V. RELEVANT LAW

Federal

- **Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d to 2000d-6**, which prohibits discrimination based on race, color, and national origin in programs and activities receiving federal funding.
- **Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A), known as ADA**, which prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
- **Section 504 of the Rehabilitation Act of 1973**, which prohibits discrimination based on disability.
- **Section 508 of the Rehabilitation Act of 1973**, which requires information technology access, e.g. web-based information, application systems, etc. to persons with disabilities.

- **Enforcement of Title VI of the Civil Rights Act of 1964 --** National Origin Discrimination Against Persons with Limited English Proficiency, 65 F.R. 50123, August 16, 2000.

State

- **Title 20 of the State Government Article, Annotated Code of Maryland**, which prohibits discrimination based on race, sex, age, color, creed, national origin, marital status, sexual orientation, gender identity or disability.
- **Title 10 of the State Government Article Annotated Code of Maryland**, which requires state agencies to take reasonable steps to provide equal access to public services for LEP individuals.
- **Title 10, Section 1103 of the State Government Article Annotated Code of Maryland**, which requires equal access versions of specified websites in a language spoken by any LEP population of at least 0.5% of the overall population within the State.

Agency Control Number

**GRANT AGREEMENT
BETWEEN
MARYLAND STATE DEPARTMENT OF HUMAN SERVICES
AND**

FOR

THIS GRANT AGREEMENT, effective as of is made by and between the Maryland State Department of Human Services, (DEPARTMENT OR DHS), and, Vendor's Name, (GRANTEE), a Private Non-Profit agency.

The DEPARTMENT and the GRANTEE agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1. Subject to the continuing availability of State and/or federal funds, the DEPARTMENT shall purchase GRANTEE'S services as described in DHS' Request for Grant Proposals and GRANTEE'S Proposal, dated , attached as the Appendix, entitled .

1.2. The Appendix includes an approved budget.

1.3. The DEPARTMENT retains the unilateral right to require changes in the services, as long as the changes are within the general scope of work to be performed.

2. TERM AND TERMINATION

2.1. Performance under this Grant Agreement shall commence on and shall continue through .

2.2. The parties may agree in writing to an earlier termination date.

2.3 If the GRANTEE fails to fulfill its obligations under this Grant Agreement properly and on time, or otherwise violates any provision of the Grant Agreement, the DEPARTMENT may terminate the Grant Agreement. Prior to termination of this Grant Agreement, the DEPARTMENT shall give the GRANTEE thirty (30) days prior written notice of such default, and if the GRANTEE has not cured such default within the thirty (30) day period, the DEPARTMENT may, by written notice, within five (5) days after expiration of this period, terminate the Agreement. The notice shall specify the acts or omissions relied on as cause for

termination. The DEPARTMENT shall pay the GRANTEE fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages, caused by the GRANTEE'S breach.

3. PAYMENT

3.1. The cost to the DEPARTMENT for the services to be provided by the GRANTEE under this Grant Agreement shall not exceed _____, (_____). Any increase in the grant amount for any renewal period may be pro rated over the annual grant in the same percentage as any applicable increase in grant funds in the Budget Bill over the previous fiscal year.

3.2. Payments by the DEPARTMENT shall be made promptly, no later than thirty (30) days after submission of an invoice from the GRANTEE.

3.3. The GRANTEE 'S Federal Tax Identification Number is _____. The GRANTEE agrees to include this number on all invoices. The DEPARTMENT may withhold payment for failure to comply with this provision.

3.4. Payment of these funds is conditional upon the DEPARTMENT receiving funds from **State of Maryland General Assembly and/or the federal government that have been appropriated under Grants Object 12** as specified, to pay for the total cost of the services set forth in the Appendix. The DEPARTMENT will give timely notice to the GRANTEE in the event that the DEPARTMENT does not receive the funds to pay for the total cost of the services provided under this Grant Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1. The terms of this Grant Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations, including approval of the Board of Public Works where appropriate.

4.2. The DEPARTMENT shall not be liable in any action or tort, contract or otherwise for any action caused by the Grantee.

4.3. As a condition of the DEPARTMENT'S obligation to perform under this agreement, the GRANTEE hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

(b) 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 Grant Agreement;

(c) It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Grant Agreement; and

(d) It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Grant Agreement.

4.4. The person executing this Grant Agreement on behalf of the GRANTEE certifies, to the best of that person's knowledge and belief, that:

(a) Neither the GRANTEE, nor any of its officers or directors, nor any employee of the GRANTEE involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the GRANTEE'S application for the Grant or this Grant Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any State or of the United States;

(b) The GRANTEE has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the GRANTEE, to solicit or secure the Grant or this Grant Agreement, and the GRANTEE has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;

(c) The GRANTEE, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State;

(d) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and

(e) Neither the GRANTEE, nor any of its officers, nor any person substantially involved in the contracting or fundraising activities of the GRANTEE, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08 of the Code of Maryland Regulations.

4.5. Indemnification and Claims:

(a) The GRANTEE shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the GRANTEE or its subcontractors under this Grant Agreement.

(b) The State of Maryland has no obligation to provide legal counsel or defense to the GRANTEE or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Grant Agreement against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.

(c) The State has no obligation for the payment of any judgments or the settlement of any claims against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.

(d) The GRANTEE shall immediately notify the Procurement Officer of any claim or suit made or filed against the GRANTEE or subcontractors regarding any matter resulting from or relating to the GRANTEE'S obligations under the Grant Agreement, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the GRANTEE'S performance under this Grant Agreement.

4.6. The persons performing the services as set forth in the Appendix shall be employees of the GRANTEE. The GRANTEE is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. The GRANTEE shall notify the Project Officer identified in Paragraph 4.7, in writing, of the substitution of or replacement of said employees, consultants, or subcontractors within five (5) business days of the substitution or replacement. The notice shall contain the last date of service of the personnel and the name of the replacement or substitute personnel.

4.7. The DEPARTMENT shall furnish the GRANTEE with such technical assistance and consultation by the DEPARTMENT staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Grant Agreement.

The DEPARTMENT shall designate INSERT THE PROJECT OFFICER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Officer for this Agreement. The GRANTEE shall designate INSERT THE PROJECT OFFICER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Officer for this Agreement. All contact between the DEPARTMENT and the GRANTEE regarding all matters relative to this Grant Agreement shall be coordinated through the DEPARTMENT'S and GRANTEE'S designated Project Officers.

The use of funds under this Grant Agreement by the GRANTEE to hire consultants shall require the prior approval of any such arrangement and the proposed work plan of the consultant(s) involved by the DEPARTMENT, through its Project Officer. (Approval is not required if the Appendix indicates the consultant's use.)

4.8. This Grant Agreement may be amended as the DEPARTMENT and the GRANTEE mutually agree in writing. Except for the specific provision of the Grant Agreement which is thereby amended, the Grant Agreement shall remain in full force and effect after such amendment. Adjustments of funds between categories which do not affect the total authorized funding and are consistent with the objectives of this Grant Agreement do not require an amendment to the Grant Agreement. They must, however, be approved in writing by the Project Officer.

4.9. The GRANTEE shall operate under this Grant Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for

standard commercial supplies or raw materials, the GRANTEE shall include a clause similar to this clause in all subcontracts. The GRANTEE and each subcontractor shall post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

The GRANTEE understands that it will comply fully with provisions of the Americans with Disabilities Act (ADA). The GRANTEE agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the Department of Human Services program with respect to individuals with a disability.

4.10. Non-hiring of Employees: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Grant Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

4.11. Financial Disclosure: The GRANTEE shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

4.12. Political Contribution Disclosure: The GRANTEE shall comply with Title 14 of the Election Law Article, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4.13. Unless otherwise provided in the Appendix, the GRANTEE may not, during the term of this Grant Agreement or any renewals or extensions of this Grant Agreement, assign or subcontract all or any part of this Grant Agreement without the prior written consent of the Project Officer.

4.14. Commercial Non-Discrimination: As a condition of entering into this Grant Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the GRANTEE under Title 19 of the State Finance and Procurement

Article, as amended from time to time, the GRANTEE agrees to: provide to the State, within 60 days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the GRANTEE has used in the past four (4) years of any of its Grant Agreements that were undertaken within the State of Maryland including the total dollar amount paid by the GRANTEE on each subcontract or supply contract. The GRANTEE further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The GRANTEE understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in grant termination, disqualification by the State from participating in State Grant Agreements, and other sanctions.

4.15. All parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this Grant Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.16. The GRANTEE shall retain all books, records, and other documents relevant to this Grant Agreement for a period of no less than three (3) years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DEPARTMENT. The GRANTEE will provide to the DEPARTMENT a copy of that part of any audit performed by State or independent auditors which relates to the performance of this Grant Agreement and the administration of funds provided by the DEPARTMENT pursuant to this Grant Agreement. Any additional audit information requested by the DEPARTMENT may be secured at its own expense using Department of Human Services auditors or other State-approved auditors.

4.17. (a) GRANTEE shall obtain written approval of the DEPARTMENT for any purchase of assets with funds paid under this Grant, excluding ordinary office supplies, except that such is not required with regard to purchase of assets described in the Appendix attached hereto.

(b) Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the GRANTEE at a cost of over FIFTY DOLLARS (\$50.00) including purchase by lease-purchase agreement for the cost of which the GRANTEE is to be reimbursed under this grant, shall immediately vest in the DEPARTMENT upon (i) issuance for use of such property in the performance of this grant, or (ii) reimbursement of the cost thereof by the DEPARTMENT, whichever occurs first.

(c) The GRANTEE shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of the DEPARTMENT'S property so as to assure its full availability and usefulness for the performance of this grant.

(d) The DEPARTMENT'S property shall, unless otherwise provided herein, or approved in writing by the DEPARTMENT, be used only for the performance of this grant.

(e) In the event that the GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the DEPARTMENT'S property, it shall use the proceeds to repair, renovate, or replace the DEPARTMENT'S property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the DEPARTMENT as directed by the DEPARTMENT.

(f) At the conclusion of the term of this grant, the GRANTEE shall deliver to the DEPARTMENT a listing of all the DEPARTMENT'S property purchased hereunder, showing the following information as to each property item:

- (i) description of the property;
- (ii) manufacturer's serial number or other identification number;
- (iii) acquisition date and cost;
- (iv) source of the property;
- (v) percentage of Federal funds used in acquisition of the property;
and
- (vi) location, use and condition of the property.

(g) Upon termination of the grant, the DEPARTMENT may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of this grant.

(h) As an alternative to the provisions of (a) - (g), the GRANTEE may elect to furnish property for use in the performance of this grant out of its own funds, for which the DEPARTMENT will reimburse it to the extent of its allocated share of the annual depreciation expense of such property allowed by IRS depreciation schedules.

5. TRANSPARENCY ACT COMPLIANCE

This Agreement is governed by the provisions of the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended (Transparency Act).

(a) **Compliance.** The GRANTEE agrees that it will comply with all Transparency Act requirements applicable to this agreement, including modifications or additional requirements that may be imposed by law, future guidance and clarifications of Transparency Act requirements.

(b) **Conflict of Laws.** The GRANTEE agrees that to the extent Transparency Act requirements conflict with State requirements, the Transparency Act requirements shall control.

(c) **Enforceability.** The GRANTEE agrees that if GRANTEE or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of federal funds, the State may withhold or suspend, in whole or in part, funds awarded under

the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

(d) GRANTEE Identification. All Contractors are required to maintain a valid Dun & Bradstreet Data Universal Numbering System (DUNS) number and current registration in the Central Contractor Registry (CCR) prior to award. The registration procedure for the CCR can be found at www.ccr.gov. Contractors can request a DUNS number or modification to an existing DUNS record by using the online webform process at <http://fedgov.dnb.com/webform> (for US and International locations) or they can call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual's name and title, line of business, # of employees and legal structure (corporation, non-profit, etc.) and socio-economic data (veteran owned, woman owned, etc.). If the webform is used, their mailing address area, SIC code and annual revenue data lines, but these are optional.

(e) The GRANTEE is required to submit the following information required for reporting:

- (i) Name of entity receiving award
- (ii) Amount of award
- (iii) Funding agency
- (iv) NAICS code for contracts / CFDA program number for grants
- (v) Award title descriptive of the purpose of the funding action
- (vi) Location of the entity and place of performance (including congressional district)
- (vii) Unique identifier of the entity and its parent; and
- (viii) Total compensation and names of top five executives, as applicable.

6. CIVIL RIGHTS AND LIMITED ENGLISH PROFICIENCY COMPLIANCE

6.1 Civil Rights Act: The GRANTEE shall comply with Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11 (c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Supplemental Nutrition Assistance Program (SNAP).

6.2 Equal Opportunity Access for Persons with Disabilities: The GRANTEE shall ensure equal opportunity access for persons with disabilities. This includes ensuring that communication with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. GRANTEES that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the ADA, and SNAP regulations.

The Department of Justice (DOJ) published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 C.F.R. Part 35, “Nondiscrimination on the Basis of Disability in State and Local Government Services” and 28 C.F.R. Part 36, “Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities”. In accordance with the implementing regulations, State Agencies and all subcontractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When communicating with applicants and beneficiaries by telephone, it must provide Text Telephone Services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. The GRANTEE must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities (<http://www.ada.gov>).

6.3 Limited English Proficiency (LEP): Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” and Title II and III of the Americans with Disabilities Act.

- (a) Meaningful Access for LEP Individuals: Reasonable steps must be taken to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. SNAP State agencies that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI), and SNAP regulations.

Federal LEP regulations and guidance include:

- i. SNAP regulations provided by 7 C.F.R. Part 272.4(b), “Bilingual requirements”;
 - ii. Executive Order 13166 of August 11, 2000, “Improving Access to Services for Persons with Limited English Proficiency,” reprinted in 65 FR 50121, 50122 (August 16, 2000);
 - iii. DOJ policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” published in 67 FR 41455, 41457 (June 18, 2002); and
 - iv. USDA policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Person”, published in 79 FR 70771 – 70784 (November 28, 2014).
- (b) The GRANTEE shall ensure meaningful access to programs, services, and information for persons with LEP and persons with disabilities in accordance with

Federal law, regulations and current guidance from the DOJ and the U.S. Department of Agriculture (USDA).

- (c) To be in compliance, the Title VI guidance provided by DOJ and USDA requires an assessment of the LEP needs of the population served and determine the LEP services required by balancing four factors:
- i. The number proportion of LEP persons eligible to be served or likely to be encountered within the area serviced by the recipient;
 - ii. The frequency with which LEP individuals come in contact with the program;
 - iii. The nature and importance of the program, activity, or service to people's lives; and
 - iv. The resources available to the recipient and costs.

In addition, the specific requirements established by 7 C.F.R. Part 272.4(b) must be met and should be included in the LEP assessment.

- (d) The GRANTEE shall develop and implement a plan to address the LEP needs of the population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing State and local budgets and front line staff should understand how to obtain LEP services.
- (e) The GRANTEE shall consult the USDA's 2014 policy guidance, which includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>. The website includes online LEP mapping tools designed to help assess the language needs of the population served by a particular program or facility.

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This Grant Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

Attest:

For the GRANTEE:

Signature

Name

Title

Date

Attest:

For the DEPARTMENT:

Signature

Name

Title

Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE
ATTORNEY GENERAL

Agency Control Number

INTER-AGENCY AGREEMENT
BETWEEN
MARYLAND STATE DEPARTMENT OF HUMAN SERVICES

AND

FOR

THIS AGREEMENT, effective as of _____, is made by and between the Maryland State Department of Human Services ("DHS/ _____") and the _____, hereinafter referred to as "_____".

The DHS/ _____ and _____ do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and /or federal funds, the DHS/ _____ shall purchase the _____'S services and the _____ shall _____. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendix which hereby is incorporated as part of this Agreement:

- A. Appendix _____ : Scope of Work is not applicable to this Agreement
- B. Appendix _____ : _____'s Proposal and Budget entitled _____ dated _____.

2. TERM AND TERMINATION

2.1 Performance under this Agreement shall commence on _____, and shall continue until services are completed; but in any case no later than _____.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If _____ fails to fulfill its obligations under this Agreement properly and on time, or otherwise

violates any provision of the Agreement, DHS/ shall terminate the Agreement. Prior to terminating this Agreement, the DHS/ shall give thirty (30) days prior written notice of such default, and if has not cured such default within the thirty (30) day period, the DHS/ may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. The DHS/ shall pay fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by 's breach.

3. PAYMENT

3.1 The cost to the DHS/ for the services to be provided by under this Agreement shall not exceed: ().

3.2 Payments by the DHS' Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from . Payment will be made within 30 days after receipt of an appropriate invoice.

3.3 's Federal Tax Identification Number is: . agrees to include this number on all invoices billed to the DHS' Accounting Operations Division. The DHS/ may withhold payment for failure to comply with this provision.

3.4 Payment of these funds is conditional upon the DHS/ receiving funds from: as specified to pay for the total cost of the services set forth in the Appendix. The DHS/ will give timely notice to in the event the DHS/ does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions pursuant to the performance of this agreement and neither party shall hold the other liable with respect to any matter not arising from the other party's action or omission. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act and related funding provisions.

4.3 As a condition of the DHS/ 's obligation to perform under this Agreement, shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.11. is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. shall notify the Project Officer identified in Paragraph 4.5, in writing, of the substitution of or replacement of said employees, consultants, or

subcontractors within five (5) business days of the substitution or replacement. The notice shall contain the last date of service of the personnel and the name of the replacement or substitute personnel.

4.5 The DHS/ shall designate INSERT DHS PROJECT OFFICER NAME, or designee, INSERT DHS PROJECT OFFICER'S ADDRESS, TELEPHONE, FAX AND E-MAIL to serve as Project Officer for this Agreement. The shall designate INSERT CONTRACTOR'S PROJECT MANAGER NAME, or designee, INSERT PROJECT MANAGER'S ADDRESS, TELEPHONE, FAX AND E-MAIL to serve as the 'S Project Manager for this Agreement. All contact between the DHS/ and the regarding all matters relative to this Agreement shall be coordinated through the DHS/ 's designated Project Officer.

The use of funds under this Agreement by to hire consultants shall require the prior approval by the DHS/ , through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHS/ and mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the not to exceed amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties,

4.7 shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

understands that it will comply fully with provisions of the Americans with Disabilities Act ("ADA"). agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/ 's program with respect to individuals with disabilities.

shall:

- A. Have written policies and procedures to accommodate customers that require a reasonable

accommodation. shall provide notice to customers that they are entitled to request a reasonable accommodation based upon their disability and such notice must be easily understood by those with low literacy levels.

- B. Document each customer's need for a reasonable accommodation in the customer's case file.
- C. Attend and participate in DHS's periodic training on reasonable accommodation and/or providing services to customers with disabilities. will be advised in advance of the time and location of the training.

4.8 shall comply with Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11 (c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Supplemental Nutrition Assistance Program (SNAP).

4.9 shall ensure equal opportunity access for persons with disabilities. This includes ensuring that communication with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the ADA, and the SNAP regulations.

The Department of Justice (DOJ) published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 C.F.R. Part 35, "Nondiscrimination on the Basis of Disability in State and Local Government Services" and 28 C.F.R. Part 36, "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, State Agencies and all subcontractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When communicating with applicants and beneficiaries by telephone, it must provide Text Telephone Services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities (<http://www.ada.gov>).

4.10 Limited English Proficiency: **Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," and Title II and III of the Americans with Disabilities Act.** shall ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations and current guidance from the DOJ and the U.S. Department of Agriculture (USDA).

- A. Meaningful Access for LEP Individuals: Reasonable steps must be taken to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and

interpretation services to single-language minorities in certain project areas. SNAP State agencies that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI), and SNAP regulations.

Federal LEP regulations and guidance include:

- i. SNAP regulations provided by 7 C.F.R. Part 272.4(b), “Bilingual requirements”;
- ii. Executive Order 13166 of August 11, 2000, “Improving Access to Services for Persons with Limited English Proficiency,” reprinted in 65 FR 50121, 50122 (August 16, 2000);
- iii. DOJ policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” published in 67 FR 41455, 41457 (June 18, 2002); and
- iv. USDA policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Person”, published in 79 FR 70771 – 70784 (November 28, 2014).

B. To be in compliance, the Title VI guidance provided by DOJ and USDA requires an assessment of the LEP needs of the population served and determine the LEP services required by balancing four factors:

- i. The number proportion of LEP persons eligible to be served or likely to be encountered within the area serviced by the recipient;
- ii. The frequency with which LEP individuals come in contact with the program;
- iii. The nature and importance of the program, activity, or service to people’s lives; and
- iv. The resources available to the recipient and costs.

In addition, the specific requirements established by 7 C.F.R. Part 272.4(b) must be met and should be included in the LEP assessment.

C. shall develop and implement a plan to address the LEP needs of the population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing State and local budgets and front line staff should understand how to obtain LEP services.

D. shall consult the USDA’s 2014 policy guidance, which includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>. The website includes online LEP mapping tools designed to help assess the language needs of the population served by a particular program or facility.

4.11 Unless otherwise provided in the Appendix, _____ may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.12 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.13 _____ shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHS/ _____ as allowed by State or federal law or regulation. _____ will provide to the DHS/ _____ a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHS/ _____ pursuant to this Agreement as allowed by State or federal law or regulation. Any additional audit information requested by the DHS/ _____ may be secured by the DHS/ _____ at its own expense using its own or _____'s auditors or other State-approved auditors as allowed by State or federal law or regulation.

4.14 (a) _____ shall obtain prior written approval of the DHS/ _____ for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHS/ _____ shall remain in the DHS/ _____. Title to equipment purchased with funds available under this Agreement shall vest in _____; provided, however that title to equipment having an acquisition cost of \$500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHS/ _____ upon acquisition. _____ shall provide a list of Capital Equipment acquired under this Agreement to the DHS/ _____ upon completion of the Agreement or the last renewal of this Agreement.

4.15 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required or allowed by § 4-101 *et. seq.*, General Provisions Article, Maryland Annotated Code, or any other State or federal statute or regulation.

Agency Control Number

4.16 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE :

FOR THE DHS/ :

Signature

Signature

Type Name Here
Name

Type Name Here
Name

Type Title Here
Title

Type Title Here
Title

Date Signed

Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL

Agency Control Number

INTER-GOVERNMENTAL AGREEMENT
BETWEEN
MARYLAND STATE DEPARTMENT OF HUMAN SERVICES

AND

FOR

THIS AGREEMENT, effective as of _____, is made by and between the Maryland State Department of Human Services' _____ ("DHS/ _____") and the _____, hereinafter referred to as the "CONTRACTOR".

The DHS/ _____ and the CONTRACTOR do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and /or federal funds, the DHS/ _____ shall purchase the CONTRACTOR'S services and the CONTRACTOR shall _____. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendix which hereby is incorporated as part of this Agreement:

- A. Appendix _____ : Scope of Work is not applicable to this Agreement
- B. Appendix _____ : Contractor's Proposal and Budget entitled _____ dated _____.

2. TERM AND TERMINATION

2.1 Performance under this Agreement shall commence on _____ and shall continue until services are completed; but in any case no later than _____.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time, or

otherwise violates any provision of the Agreement, the DHS/ may terminate the Agreement. Prior to terminating this Agreement, the DHS/ shall give thirty (30) days prior written notice of such default, and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHS/ may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. The DHS/ shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by the CONTRACTOR'S breach.

3. PAYMENT

3.1 The cost to the DHS/ for the services to be provided by the CONTRACTOR under this Agreement shall not exceed: ().

3.2 Payments by the DHS' Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from the CONTRACTOR. Payments will be made within 30 days after receipt of an acceptable invoice.

3.3 The CONTRACTOR'S Federal Tax Identification Number is: . The CONTRACTOR agrees to include this number on all invoices billed to the DHS' Accounting Operations Division. The DHS/ may withhold payment for failure to comply with this provision.

3.4 (If applicable) Payment of these funds is conditional upon the DHS/ receiving funds from: as specified to pay for the total cost of the services set forth in the Appendix. The DHS/ will give timely notice to the CONTRACTOR in the event the DHS/ does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Inter-Governmental Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.3 As a condition of the DHS/ 's obligation to perform under this Agreement, the CONTRACTOR shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the CONTRACTOR under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of the CONTRACTOR or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.11. The CONTRACTOR is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. The CONTRACTOR shall notify the Project Officer identified in Paragraph 4.5, in writing, of the substitution

of or replacement of said employees, consultants, or subcontractors within five (5) business days of the substitution or replacement. The notice shall contain the last date of service of the personnel and the name of the replacement or substitute personnel.

4.5 The DHS/ shall designate INSERT DHS PROJECT OFFICER NAME, or designee, INSERT DHS PROJECT OFFICER'S ADDRESS, TELEPHONE, FAX AND E-MAIL to serve as Project Officer for this Agreement. The CONTRACTOR shall designate INSERT CONTRACTOR'S PROJECT MANAGER NAME, or designee, INSERT PROJECT MANAGER'S ADDRESS, TELEPHONE, FAX AND E-MAIL to serve as the CONTRACTOR'S Project Manager for this Agreement. All contact between the DHS/ and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHS/ 's designated Project Officer.

The use of funds under this Agreement by the CONTRACTOR to hire consultants shall require the prior approval by the DHS/ , through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHS/ and the CONTRACTOR mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the not to exceed amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

4.7 The CONTRACTOR shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the CONTRACTOR shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CONTRACTOR understands that it will comply fully with provisions of the Americans with Disabilities Act ("ADA"). The CONTRACTOR agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/ 's program with respect to individuals with disabilities.

The CONTRACTOR shall:

- A. Have written policies and procedures to accommodate customers that require a reasonable accommodation. The CONTRACTOR shall provide notice to customers that they are entitled to request a reasonable accommodation based upon their disability and such notice must be easily understood by those with low literacy levels.
- B. Document each customer's need for a reasonable accommodation in the customer's case file.
- C. Attend and participate in DHS's periodic training on reasonable accommodation and/or providing services to customers with disabilities. The CONTRACTOR will be advised in advance of the time and location of the training.

4.8 The CONTRACTOR shall comply with Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11 (c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Supplemental Nutrition Assistance Program (SNAP).

4.9 Equal Opportunity Access for Persons with Disabilities. The CONTRACTOR shall ensure equal opportunity access for persons with disabilities. This includes ensuring that communication with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. CONTRACTORS that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the ADA, and the SNAP regulations.

The Department of Justice (DOJ) published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 C.F.R. Part 35, "Nondiscrimination on the Basis of Disability in State and Local Government Services" and 28 C.F.R. Part 36, "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, State Agencies and all subcontractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When communicating with applicants and beneficiaries by telephone, it must provide Text Telephone Services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. The CONTRACTOR must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities (<http://www.ada.gov>).

4.10 Limited English Proficiency: **Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," and Title II and III of the Americans with Disabilities Act.** The CONTRACTOR shall ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Md. Code Ann., State Government Article §§ 10-1101, *et. seq.*, Federal law, regulations and current guidance from the DOJ and the U.S. Department of Agriculture (USDA).

- A. Meaningful Access for LEP Individuals: Reasonable steps must be taken to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. SNAP State agencies that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI), and SNAP regulations.

Federal LEP regulations and guidance include:

- i. SNAP regulations provided by 7 C.F.R. Part 272.4(b), “Bilingual requirements”;
 - ii. Executive Order 13166 of August 11, 2000, “Improving Access to Services for Persons with Limited English Proficiency,” reprinted in 65 FR 50121, 50122 (August 16, 2000);
 - iii. DOJ policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” published in 67 FR 41455, 41457 (June 18, 2002); and
 - iv. USDA policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Person”, published in 79 FR 70771 – 70784 (November 28, 2014).
- B. To be in compliance, the Title VI guidance provided by DOJ and USDA requires an assessment of the LEP needs of the population served and determine the LEP services required by balancing four factors:
- i. The number proportion of LEP persons eligible to be served or likely to be encountered within the area serviced by the recipient;
 - ii. The frequency with which LEP individuals come in contact with the program;
 - iii. The nature and importance of the program, activity, or service to people’s lives; and
 - iv. The resources available to the recipient and costs.

In addition, the specific requirements established by 7 C.F.R. Part 272.4(b) must be met and should be included in the LEP assessment.

- C. The CONTRACTOR shall develop and implement a plan to address the LEP needs of the population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing State and local budgets and front line staff should understand how to obtain LEP services.
- D. The CONTRACTOR shall consult the USDA’s 2014 policy guidance, which includes detailed information on assessing LEP needs, identifying practices for translating documents that will be

seen as strong evidence of compliance. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>. The website includes online LEP mapping tools

designed to help assess the language needs of the population served by a particular program or facility.

4.11 Unless otherwise provided in the Appendix, the CONTRACTOR may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.12 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.13 The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, and full access thereto. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHS/. The Contractor will provide to the DHS/ a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHS/ pursuant to this Agreement. Any additional audit information requested by the DHS/ may be secured by the DHS/ at its own expense using its own or the CONTRACTOR'S auditors or other State-approved auditors.

4.14 (a) The CONTRACTOR shall obtain prior written approval of the DHS/ for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHS/ shall remain in the DHS/. Title to equipment purchased with funds available under this Agreement shall vest in the CONTRACTOR; provided, however that title to equipment having an acquisition cost of \$500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHS/ upon acquisition. The CONTRACTOR shall provide a list of Capital Equipment acquired under this Agreement to the DHS/ upon completion of the Agreement or the last renewal of this Agreement.

4.15 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required by § 4-101 *et. seq.*, General Provisions Article Maryland Annotated Code.

Agency Control Number

4.16 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE CONTRACTOR:

FOR THE DHS/ :

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL

Template: CIVIL RIGHTS STANDARD OPERATING PROCEDURE

LOCAL/DISTRICT OFFICE:	Sample County
PROGRAM:	Family Investment Administration
REFERENCES:	Action Transmittal: 17-12; Title VI of the Civil Rights Act of 1964; Americans with Disabilities Act; Section 504; 508 of the Rehabilitation Act of 1973; Title 20 of the State Government Article Annotated Code of Maryland; Title 10 of the State Government Article Annotated code of Maryland
EFFECTIVE DATE:	Upon FIA approval
REVISION DATE(S):	
SECTIONS	PROVISIONS
PURPOSE	To comply with federal and state civil rights law and the regulations and policies of U.S. Department of Agriculture (USDA), Department of Health and Human Services (HHS) and the Office of Employee & Program Equity (OEPE). In addition, to ensure that all customers and potential customers receive proper assistance and services free of discrimination.
CIVIL RIGHTS ASSURANCES	<p>A. Requirement: Civil Rights assurance and non-discrimination language must be in all agreements and contracts with subrecipients that provide SNAP -related services.</p> <p>See Appendix A for a list of local subrecipients that provide SNAP-related services. Complete Appendix A with LDSS local agreements. Identify what type of agreement it is, i.e. intergovernmental, inter-agency or grant, with agreement expiration date and date that civil rights (CR) language is added into the agreement. This LDSS will always check Knowledge Base for the most recent agreement language prior to creating a new SNAP-related agreement or contract. (Template agreement language is found under Procurement” → “Contract Processing” → “Forms and Instructions” .)</p> <p>B. Requirement: Non-discrimination language must be in all locally developed forms, notices or other vital material form Food Supplement Program, Temporary Cash Assistance and/or Medical Assistance applicants and recipients. There are two sets of the non-discrimination language, one for FSP only items and the other for items used for more than one program.</p> <p>See Appendix B for a list of locally-developed SNAP, TANF and/or Medicaid-related vital documents Complete Appendix B listing all LDSS-developed vital documents, which includes, forms, notices and other material, with the date the non-discrimination language appropriate to that document was added.</p>

	<p>All locally developed SNAP, TANF and/or MA-related vital documents have been updated with the proper federal Non-Discrimination Statement (NDS). Check yes or no.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Note: Any updates to these appendices do not require this SOP to be resubmitted for FIA review and approval.</p>
<p>PUBLIC NOTICE</p>	<p>Requirement(s): Each LDSS must inform applicants, participants and potentially eligible persons of program availability, program rights and responsibilities, the policy of nondiscrimination, and the procedure for filing a complaint.</p> <p>A. Access Translation Services: <i>In this section,</i></p> <ul style="list-style-type: none"> • <i>Describe your local procedure for staff to access telephonic interpretation services, in-person interpretation services and document translation services.</i> • <i>Describe how staff are trained on these procedures.</i> • <i>Describe when and how your office will use staff for translation assistance. Explain how this will be noted in the case file.</i> • <i>Describe how staff are to handle instances where the customer requests to provide his/her own interpreter. Explain how this is noted in the case file.</i> <p>B. Customer Access Coordinator (CAC): <i>In this section,</i></p> <ul style="list-style-type: none"> • <i>Identify the CAC for each office, including the address where CAC is located.</i> • <i>Describe how each office, if there is more than one, will ensure that all staff can easily identify the CAC. This should include incorporating the CAC role and staff name in locally-created on-board training or civil rights-related training, if these are provided. Other ideas: Making a poster identifying this person and posting on a staff message board; issuing an all-staff email with periodic email reminders; providing a name placard for the CAC that is visible to those walking-by</i> <p>C. The USDA non-discrimination poster “And Justice for All” is prominently displayed in a public area(s). Check yes or no.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. All photographic (e.g. posters, flyers, handouts) and other outreach materials related to SNAP, TANF and or/MA created by the LDSS contain the statement, “This institution is an equal opportunity provider.” Check yes or no.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>ADDRESSING COMPLAINTS</p>	<p>Requirement(s): All complaints alleging Civil Rights discrimination must be processed and forwarded to the proper authoritative agency within the established timeframes.</p>

	<p>A. Procedure on handling a complaint: <i>In this section,</i></p> <ul style="list-style-type: none"> • Describe how frontline staff is advised to respond if someone inquires about filing a Civil Rights complaint. Include how complaints are remediated prior to the customer filing a formal complaint. • Describe what instructions will be given to staff regarding how and to whom to forward civil rights complaints. Indicate how your office will make available copies of the HHS and USDA complaint forms and how complaints filed at the LDSS are forwarded to the proper authoritative agency (USDA, HHS, or OEPE). This will require details on whether your office will mail completed hard-copy forms for the customer, whether you will allow use of your computer lab for electronic filing of complaints, etc. • Describe how your office will maintain civil rights complaints logs. Indicate how your office will keep separate logs for HHS, USDA and OEPE civil complaints, what information is captured in those logs, who maintains them, who updates them (e.g. only the CAC, the staff person who assisted the customer) and when the logs are updated. • Included in this section the statement: “Any complaints filed at the LDSS will be forwarded to USDA or HHS within five business days with a copy to FIA’s Executive Director and OEPE.”
<p>TRAINING</p>	<p>Requirement(s): Training is required so that people involved in all levels of administration, from frontline staff to managers of programs, that implement federally-funded programs understand Civil Rights related laws, regulations, procedures and instructions. Persons responsible for reviewing Civil Rights compliance must receive training to assist them in performing their review responsibilities.</p> <p>A. All customer-facing staff received or are scheduled to receive FIA’s Bureau of Training’s Civil Rights training. <i>Check yes or no.</i></p> <p>___ Yes ___ No</p> <p>B. Describe how staff, frontline and case managers, will be trained on local Civil Rights processes and procedures. Include how the LDSS will provide training for new employees as well as refresher training on an at least annual basis for existing employees.</p>

LIST OF SNAP-RELATED SUBRECIPIENTS

Vendor Name	Agreement Expiration Date	Date CR Language Added to Agreement
<i>Example: ABC Corp</i>	<i>6/30/19</i>	<i>6/30/16</i>

LIST OF LOCALLY-DEVELOPED VITAL DOCUMENTS

Document Name	FIA Program			Date NDS Language Added
	FSP	TCA	MA	

Remember: If a document/material relates to FSP **and** TCA and/or MA, the **joint** USDA and HHS NDS language needs to be used.

Maryland Department of Human Services Family Investment Administration



Language Access Policy 2023

**Office of Operations
Office of Statewide Policy Compliance and Customer Service Performance
Office of Operations Deputy Executive Director, Marie McLendon
Director, Labelle Hillgrove
Assistant Director, Crystal Drayton**

1. Policy Statement

It is the policy of the Maryland Department of Human Services (DHS) to provide Limited English Proficient (LEP) customers with timely, meaningful access to all DHS programs and activities. LEP is defined as persons who do not use English as their primary language and who have a limited ability to read, write, speak, or understand English (USDA 2014, p.70775). All personnel shall provide free language assistance services to LEP individuals they encounter or whenever a LEP person requests language assistance services. All DHS personnel will inform members of the public that language assistance services are available free of charge to LEP persons.

2. Purpose and Authority

The DHS Language Access Policy (LAP) establishes guidelines for providing accessible language assistance to LEP persons. Services will be provided in compliance with all applicable provisions of the federal civil rights laws and policies prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin, including limited English proficiency. See 42 U.S.C. 2000d et seq. The services will also be provided in compliance with Maryland's law on Equal Access to Public Services for Individuals with Limited English Proficiency. See MD.Ann.Code State Gov't. §10-1101 et seq.

The purpose of this policy is to ensure that language interpretation and translation are provided to LEP persons across all DHS service areas. The policy also aims to establish minimum standards and coordination for how these services are provided.

3. Importance of Providing LEP Services

- According to the 2021 U.S. Census Bureau estimates, foreign born individuals make 15.4% of Maryland's population. U.S. Census data show a higher concentration of LEP individuals in metro counties; however, such individuals live in every county in our state.
- The top six foreign languages spoken in the State are listed below in the order of population size.
 1. Spanish
 2. Chinese
 3. French
 4. Yoruba-Tai-Igo
 5. Korean
 6. Tagalog

- Also, a 2014 study conducted by Johns Hopkins estimated that there are approximately 1.2 million Marylanders aged 12 years or older who are deaf or hard of hearing in at least one ear and 759,000 Marylanders aged 12 years or older who are deaf or hard of hearing in both ears.
- As the State’s human services provider that provides help to Maryland’s vulnerable residents, DHS must be prepared to serve all clients, regardless of the language they use to communicate.

4. Definitions

- American Sign Language (“ASL”):** ASL is an entirely visual language that uses signs made by moving the hands combined with facial expressions and postures of the body. With its own grammar and syntax, ASL cannot be directly translated, word for word, to English and vice versa. ASL is the primary language of many North Americans who are deaf and hard of hearing.
- Bilingual Employee:** A DHS employee who is fluent in English and one other language.
- Interpretation:** The process of orally rendering a spoken or signed communication from one language into another language.
- Language Assistance:** Foreign language interpretation and translation services provided to facilitate communication between DHS personnel and persons with Limited English Proficiency.
- Limited English Proficiency (“LEP”):** Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient. LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing).
- Multilingual Employee:** A DHS employee who is fluent in English and two or more other languages.
- Primary language:** The language in which an individual communicates most effectively.
- Provider:** A company or individual hired by DHS to provide language interpretation or translation services. A provider may provide telephonic or in-person interpretation, translation, or all three.

- i. Qualified Interpreter or Translator:** A trained professional who is a neutral third party with the requisite language skills, experienced in interpretation or translation techniques, and knowledgeable in specialized content areas and technical terminology in order to effectively facilitate communication between two or more parties who do not share a common language.
- j. Secondary language:** A language, other than the primary language, through which an individual feels comfortable communicating.
- k. Translation:** The process for converting written text from one language into written text in another language. While ‘translation’ is often misused to mean oral interpretation, it refers solely to a written medium.
- l. Vital Documents:** Any materials that are essential to an individual’s ability to access services provided by DHS, or are required by law. Such documents include but are not limited to applications or informational materials, notices, and complaint forms.

5. Language Data Collection

Using the U.S. Census Bureau’s American Community Survey. All service intake applications (electronic and paper) shall include data points to identify LEP individuals. The information shall include the customer’s primary language, secondary language, national origin, immigration status, and whether the applicant speaks, reads, and/or writes any of the identified languages. The language background will provide DHS employees with information necessary to meet the linguistic needs of each LEP customer.

DHS comprises three primary service divisions, which are: 1) the Family Investment Administration (FIA), 2) Child Support Administration (CSA), and 3) Social Services Administration (SSA). Each administration has an Executive Director who is responsible for:

- a. Designating staff to conduct the above mentioned biennial analysis and determine how the outcome is used to inform ongoing language access strategy and policy.
- b. Making sure that existing and future Information Technology infrastructures are equipped to collect and store required demographic data (i.e. primary/secondary languages, language proficiency, nation of origin, and immigration status).
- c. Conducting ongoing quality assurance to ensure that the required data is being collected consistently.

1. Standard Operating Protocol

DHS is committed to providing language assistance across all of its services as consistently as possible; however, in recognition of the variation in size and scope of programs administered across FIA, SSA, and CSA, the Department will allow each Executive Director to develop a LEP protocol for his or her division. Each divisional Standard Operating Protocol (SOP) must meet the following minimum requirements:

Address:

- When and how the “I SPEAK...” Language ID poster (which can be found at www.dhs.gov/blue-campaign) should be used.
- How to handle phone calls to and from LEP customers.
- The requirement to adhere to the DHS Gold Standard of Customer Service policy when providing services to LEP customers.
- How the division will train new staff regarding LEP compliance and provide refresher training opportunities for existing employees.
- How staff should handle situations in which a LEP customer brings his or her own interpreter and refuses DHS’ interpretation services.
- How staff will document customers’ LEP status, as well as the use of interpreters at all occurrences.

Describe:

- How to interact with LEP customers at the front desk (i.e.: how to find out what a LEP customer is looking for).
- How the division will ensure that any contracts and agreements with local vendors include proper Civil Rights assurances.
- The process for requesting in-person interpretation.
- Situations in which in-person interpretation is more appropriate than telephonic interpretation.
- The process for how employees submit translation requests.
- The process is the translation of vital documents ordinarily provided to the public into any language spoken by any limited English proficient population that constitutes 3% of the overall population within the geographic area served by a local office of a State program as measured by the United State Census.
- How staff should handle situations in which one member of the household indicates that he or she will serve as an interpreter

Identify:

- Language services vendors (i.e. Ad Astra, Language Line, or STS) and access details including: Phone number, Customer ID, and a local office four-digit Access Code.
- Language Access Coordinators for each local office.

2. Guidelines For Bilingual and Multilingual Employees

DHS is proud to have a competent, diverse workforce. A recent internal survey found that approximately 16% of the agency's workforce use one or more languages other than English. This level of diversity is consistent with the 2013 U.S. Census data which indicates that almost 16% of the Maryland population is foreign-born. A diverse workforce allows DHS the capacity to serve LEP individuals in a culturally competent manner without the complexity, extra time, and resources using interpretation and translation services required. DHS will continue to strive to diversify its workforce as a matter of principle and a way to communicate more effectively with all LEP customers. DHS encourages managers to incorporate foreign language credentials as a requirement or hiring preference for positions that interact with customers on a regular basis.

In order to best utilize available resources, DHS will use language services vendors only when internal resources (bilingual or multilingual staff) are unavailable. DHS will observe the following practices to ensure the accuracy of services provided by bilingual or multilingual employees and establish proper compensation for individuals who serve in this capacity in addition to their job duties.

- 1) **Advanced Certification:** This designation requires verbal and written communication skills in a particular foreign language(s). DHS may use certified state employees or an outside language testing vendor to administer basic and advanced level exams. Multilingual or bilingual certified employees will be registered in the Language Certified Employee Database available on DHS' internal intranet, which is accessible to all department employees. The database will include the employee's first and last name, official employee classification, and level of classification, work telephone number, work email, and employee's supervisor. Certified employees may be contacted by other units within the same administration to provide language assistance and are expected to make reasonable efforts to provide requested services with approval from their supervisor.

2) **Process for Employees:** Once an administration has determined a need for multilingual and bilingual employees to serve LEP customers, it must establish a process for employees to express interest and go through the certification process.

A sample process may look as follows:

- STEP1 An employee elects to take the certification test, also referred to as language testing.
- STEP2 The employee's supervisor arranges for the exam either through a contracted language testing company or another employee who is certified in the same language as the interested employee.
- STEP3 The employee who passes the certification test receives a basic or advanced designation based on his or her language proficiency.
- STEP4 The supervisor adds the name of the employee on the intranet.
- STEP5 Managers contact the employee for interpretation or translation as needed.

- **Bilingual Pay**

The Maryland Department of Budget and Management (DBM) established additional pay to employees that are required to use a bilingual skill that is not already part of their job. To receive this compensation, the employee must be asked to use this skill at least once during a month.

In accordance with the Collective Bargaining Memorandum of Understanding Article 7: Wages, Section 4, the employer retains discretion to initiate bilingual pay. As is current policy, DHS will pay \$25 each pay period that the employee is asked by his or her supervisor to use this skill, if it is outside of the employee's class and/or job title.

There are classes and job titles that require an employee to be fluent in a certain language, and in that case, the position's salary has already taken this skill into account and additional pay will not be provided. (COMAR 17.04.02.10.10 Bilingual Pay)

3. Staff Training Regarding DHS' Language Access Plan

DHS' Human Services Development and Training Division (HRDT) shall incorporate the Language Access Plan into its Gold Standard Training. The Gold Standard Training is DHS' customer service training and is required to be completed within an employees' first 90 days of hire. In addition to this initial training, each administration (i.e. FIA, CSA, and SSA) shall provide a minimum of annual LAP refresher training sessions for all employees who interact with customers as part of their regular duties. Each administration shall provide training to all staff when there are any changes to the Language Access Plan.

4. Public Notice Regarding the Availability of Free Language Assistance

DHS will develop the "Right to Free Language Assistance" poster which will be posted in public areas across all facilities where DHS provides services. The poster must include text translated into the top 10 languages spoken in each target jurisdiction. DHS will use the U.S. Census Bureau's American Community Survey data to determine the languages for each jurisdiction.

All DHS buildings will also display language identification cards in the lobby of each DHS office where customers go to seek services and in interview or meeting rooms where DHS staff provide services. The cards are often referred to as "I SPEAK" cards which allow LEP customers to point to the language(s) they use so they can receive proper language assistance.

5. Interpreters and Translators Not Sanctioned by DHS

DHS strictly prohibits the use of minors as interpreters or translators, and under no circumstance should DHS employees ask a family member or a friend of a customer to provide such services. If a customer insists on using his or her own interpreter, note the customer's request to use their own interpreter instead of free interpretation assistance in the case narrative. If LDSS have concerns about conflicts of interest, potential violations of confidentiality and privacy or the competency of the interpreter that a customer provided, LDSS should provide independent interpretation assistance as a supplement or replacement and narrate action taken.

6. Prohibition from utilizing uncertified DHS Staff

In order to mitigate potential risks associated with errors and/or omissions caused by unqualified employees, managers should not ask uncertified employees to provide language assistance.

Technical Assistance and Oversight

1. Technical Assistance

Each of the three administrations within DHS shall establish mechanisms to provide technical assistance regarding this LAP to local offices. This requirement will be fulfilled by establishing a divisional Language Access Manager who serves as the point of contact on matters related to language assistance. Such individuals will be responsible for monitoring changes to federal and state language access laws and regulations, developing and disseminating relevant training material, updating protocols, updating the list of certified multilingual and bilingual employees, monitoring the use of language assistance, and keeping divisional leadership abreast of the use of interpretation and translation services and compliance with established protocols.

During the first two years of this policy, Language Access Managers from all three DHS administrations should meet to discuss the progress of the policy implementation and share best practices. The group should also recommend adjustments to the policy if any part of it causes unintended consequences.

2. Monitoring and Oversight

FIA, CSA, and SSA shall each establish methodologies for monitoring field offices for compliance with this LAP and associated divisional protocol(s). This oversight may be incorporated into existing monitoring or management evaluation processes; however, each administration must show concerted efforts to assess the effectiveness of its protocol and actions taken to continuously improve identified weaknesses. A typical compliance assessment shall include the following minimum requirements:

- Review of customer demographic data to confirm that language identification information is collected consistently.
- Review client records to confirm whether staff documented the use of interpretation or translation during client interactions.

- A questionnaire to test staff knowledge of the LAP and associated divisional protocol.
- An observation of whether public notices on the availability of free language assistance, and language identification cards, are posted in public areas.
- An observation of whether language translation is used when applicable.
- An assessment of whether the Multilingual and Bilingual Certification process is observed to ensure that uncertified staff are not providing interpretation or translation services.

3. DHS Point of Contact

Labelle Hillgrove, Director

Crystal Drayton, Assistant Director

Family Investment Administration

Department of Human Services

Current Language Access Vendors

DBM manages statewide Foreign Language Interpretation and Translation Services (FLITS) contracts. These contracts are accessible by all state agencies at competitive rates. Each DHS administration is responsible for contacting FLITS vendors to make arrangements for services for their areas of responsibility. FLITS vendors are listed below:

For Telephonic Interpretation

Language Line Services, LLC provides services via telephone

Toll Free: 1-800-752-6096 (six digit access code is required)

For On-Site Interpretation & Written Document Translation

Ad Astra, provides on-site interpretation and written document translation services.

Telephone Number: 1-301-408-4242

Email Request: interpreting@ad-astrainc.com

Ad Astra provides on-site in-person interpretation for state government agencies and other entities. It is important to note that on-site interpretation must be arranged in advance. In certain instances, the provider may require a one or two day advanced notice.

To place or cancel an order, set up an account, request rate information, or for all other customer service opportunities, please refer to the Contractor's contact information after you select your service category from the [Service Categories](#) page on the website of the Maryland Department of Budget Management.

Any local office using this contract is required to reference the BPO numbers listed on the [Service Categories](#) and also listed in the contact details under each provider. Each office is responsible for establishing its account(s) and reimbursing Language Line Services and Ad Astra, Inc. respectively for services rendered, per Service Category.

Although ALL interpreting services are available 24/7/365, please contact each Contractor to set up your account (User ID) and find out about user training.

Visual Communication Services are available through a separate statewide contract designed to help state agencies and affiliated entities to communicate with individuals who are deaf or hard of hearing. With this contract, DHS has competent, continuously available visual communication services in four service categories including Visual On-Site Interpretation, On-Site CART, Visual Remote Interpretation, and Remote CART. Providers in each of these service categories are listed below

On-Site Visual Communication (ASL)

LDSS offices will establish on-site ASL interpretation services based on the providers approved for their regions as listed below. All ASL interpreters must be certified by the Registry of Interpreters for the Deaf (RID), <https://myaccount.rid.org/Public/Search/Member.aspx>. When using vendors ensure they have interpreters that are familiar with the ASL dialects used in Maryland and the surrounding areas. Note: For state expenditures use 0834 Sign Language Interpreter Services as the comptroller object line.

ASLI Interpreting Solutions

With a strong presence in Delaware, Maryland, New Jersey, New York, North Carolina, and Washington State, ASLI Interpreting Solutions is well-versed in all aspects of interpreting services. The company specializes in providing services to individuals who are deaf, blind, or hard of hearing. The company's contact information is:

Toll-free: 855-MD4-ASLI (855-634-2754)

Fax: 855-634-6747

E-mail: interpreters@asli.com

Or, for general questions, call Customer Service: 212-477-0775 Website for

Online Registration: www.asli.com

iYellow Group (formerly TCS Interpreting, Inc.)

iYellow Group serves the Deaf, blind, and visually impaired individuals.

Its services include ASL interpretation and video. iYellow Interpreting advances equitable access through the provision language access, both

onsite and remotely. iYellow Captions advances equitable communication access through transcription of the spoken word through video captioning and communication access real-time translation (CART) services, both onsite and remotely. The company's contact information is:

E-mail: clients@tcsinterpreting.com 240-428-1820

Website: www.iyellowgroup.com

Karasch Enterprises

Karasch Enterprises provides accessibility services including accommodations such as communication access real-time translation (CART). CART is open captioning or real-time stenography or simply real-time captioning. CART is the system that stenographers and others use to convert speech to text. In Maryland, this provider serves Anne Arundel County, Baltimore City, Baltimore County, Calvert County, Carroll County, Charles County, Harford County, Howard County, Montgomery County, Prince George's County, and St. Mary's County. The provider's contact information is:

Toll Free: 1-800-621-5689

E-Mail: connect@karasch.com

Website: www.karasch.com

Video Remote Interpreting (Statewide)

Birnbaum Interpreting Services

Birnbaum Interpreting Services provides onsite sign language interpreting services nationwide to the deaf and hard of hearing community for government agencies, healthcare providers, legal and courtroom situations, religious settings, business meetings, counseling and psychiatry, theater and entertainment, and other environments. The provider's contact information is:

Phone Number: 301-587-8885

E-Mail: bisinfo@bisworld.com

Website: www.bisworld.com