Amendment to:

COOPERATIVE AGREEMENT BETWEEN THE OREGON COMMISSION FOR THE BLIND AND OREGON DEPARTMENT OF HUMAN SERVICES

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This amendment to the COOPERATIVE AGREEMENT BETWEEN THE OREGON COMMISSION FOR THE BLIND AND OREGON DEPARTMENT OF HUMAN SERVICES, herein after referred to as the “Agreement”, is being put forth to clarify and document the funding that the Office of Vocational Rehabilitation Services (VR) is making available to the Oregon Commission for the Blind (OCB) to support the work of the Summer Work Experience Program (SWEP).

I. EFFECTIVE DATE AND DURATION OF AMENDMENT

This Agreement shall become effective on the date on which all parties have signed the amendment. Unless terminated or extended, this Agreement shall terminate on December 31st, 2017.

II. AUTHORITY

Pursuant to ORS 190.11, state agencies may cooperate with each other in performing duties imposed on them. Under 34 CFR 100.34, 34 CFR 300.60 and ORD 343.041, ODE has been charged with the responsibility to provide general supervision and ensure a free and appropriate public education to all students who are eligible for special education. Under 34 CFR 361.1-385.44, VR has been charged with the responsibility to provide vocational rehabilitation services to persons with disabilities including eligible school-age students with disabilities.

III. FINANCIAL RESPONSIBILITIES OF EACH PARTY

OCB shall send VR invoices that will be for dollars being made available under this Amendment. These invoices will also include copies of the documentation of services or goods rendered authorized in the course of SWEP. Invoices will reflect the percentage of students who are attending SWEP as VR, as opposed to OCB clients (e.g. if 50% of students are VR, OCB will invoice for 50percent of the cost for SWEP housing/activities/meals/etc.).

5/1/15
VR hereby agrees to make available to OCB an amount not to exceed $100,000.00 to cover the costs of services and activities that OCB and VR deem necessary for carrying out the work, allowable cost, and services described in this Agreement. VR shall make payment within 45 days as required under ORS 293.462.

IV. SCOPE AND PURPOSE

The purpose of this cooperative agreement is to set forth the commitments of OCB and VR to cooperate in the activities of SWEP. SWEP is a 5–6 week specialized, 'hands-on', residential (dorm living) summer training program for Oregon teens age 16-20 who are eligible for OCB and VR services. SWEP participants are provided Pre-Employment Transition Services (Pre-ETS). All students complete a paid summer work experience, develop essential workplace skills, build self-confidence and prepare for future employment opportunities. Through this program, like at any other summer job, participants learn to organize and prioritize tasks, effectively manage time, provide excellent internal and external customer service and operate both professionally and independently.

V. CONFIDENTIALITY ASSURANCES

This Agreement requires the sharing of information between VR and OCB. Information about clients of VR and students from Local Education Agencies (LEAs) will be released in conformance with regulations governing confidentiality of personally identifiable information.

VI. RESPONSIBILITIES OF EACH PARTY

OCB and VR mutually agree to the following:

1. Will meet at least monthly to review work of SWEP and to monitor the progress/outcomes of the program.
2. At the conclusion of the program, OCB and VR will meet to insure that all documentation, receipts and invoices are accounted for and understandable/clear for both parties and then OCB will invoice VR for the cost of VR client participation in SWEP.

VII. LEAD AGENCY

OCB and VR will be the lead state agencies for providing guidance and leadership for SWEP. Other contractors and staff will report to their contract holder.
VIII. AMENDMENTS

1. On written request from either party, changes in this Agreement or subsequent attachments will be discussed and such changes or attachments as are agreed upon in writing will become part of this Agreement. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

IX. TERMINATION OF CLAUSE

1. Upon thirty (30) days of written notice, either party may terminate this MOU at any time.

All notices regarding this Agreement shall be sent to the parties at the following addresses:

All notices regarding this Amendment and the Agreement shall be sent to the parties at the following addresses:

Keith Ozols
Department of Human Services
Vocational Rehabilitation
500 Summer Street NE, E-87
Salem OR 97301-1129

Angel C. Hale
Director of Vocational Rehabilitation Services
Oregon Commission for the Blind
535 SE 12th Ave.
Portland, OR 97214

X. SIGNATURES

5/1/15
This Agreement is executed on behalf of ODE and VR through the undersigned representatives on the dates indicated after their signatures.

Trina Lee
Director- Vocational Rehabilitation

STATE OF OREGON, acting by and through the Department of Human Services, Vocational Rehabilitation

Dacia Johnson
Executive Director – Oregon Commission for the Blind

STATE OF OREGON