

Field Office Memo

To: OVRs and OCB Field Staff

From: Kris Kennedy, OVRs
Harvalee Hess, OCB

Re: Clarification to the OVRs-OCB Cooperative Agreement

Date: 11/26/03

The Oregon Commission for the Blind and the Office of Vocational Rehabilitation Services have been fielding several inquiries about the OVRs-OCB Cooperative Agreement and feel that where there are a couple of questions there are usually several more. With that thought in mind, we are forwarding the following extended explanation of the OVRs-OCB Cooperative Agreement and hope that it will clear up any lingering confusion for those of you in our field offices responsible for its implementation.

If an individual is legally blind or has a rapidly progressive eye condition, which will lead to legal blindness, then this individual should be referred to OCB no matter what additional disabilities exist. In most instances, OCB will be able to handle the case on their own despite the existence of other disabling conditions. However, if they feel that they need assistance in developing a dual case with OVRs, then OCB will request this assistance. OVRs has the option of accepting or declining development of a dual case.

The primary goal of the OVRs-OCB Cooperative Agreement was to assist both Oregon programs responsible for the implementation of the Rehabilitation Act, as amended, by developing a strategy for jointly case managing clients who are legally blind and whom OCB determines will require additional expertise related to another disabling condition(s). This agreement allows individuals legally blind with multiple disabilities to have access to a full range of services by opening joint cases that meet the following criteria:

1. The client meets the eligibility criteria for both agencies.

2. The individual has multiple rehabilitation needs that are significant in nature and result in both legal blindness and another physical or mental disability(ies).
3. It is determined by both agencies that there are substantial rehabilitation services that are required and could be best provided through a cooperative effort involving the expertise of counselors from both OCB and OVRS.

Cases served jointly by OVRS and OCB should be served concurrently and in consultation with both agencies according to a mutually agreed upon plan. At successful completion of the Individualized Plan for Employment each program will be eligible to document a positive employment outcome.

What the cooperative agreement cannot do is:

1. Surpass OCB's responsibility as the sole provider of all vision related rehabilitation services, including assistive technology, that addresses an individual's vision related rehabilitation needs.
2. Surpass OVRS's responsibility to provide rehabilitation services to individuals with disabilities or impairments other than those that fall within the definition of legal blindness, or of a rapidly progressive nature leading to legal blindness.
3. Surpass either program's responsibilities for serving eligible consumers while they are following their Order of Selection Policy. For example, if either OCB or OVRS are in an Order of Selection a client should not be referred for joint case planning until the consumer is off the wait list and in a position to fully participate in the IPE for both partner programs.

Given the above terms of the cooperative agreement, neither OCB nor OVRS should be considered a comparable benefit to the other.