

COOPERATIVE AGREEMENT
between
THE STATE OF OREGON
VOCATIONAL REHABILITATION SERVICES
and
THE CONFEDERATED TRIBES OF THE SILETZ
INDIANS OF OREGON

This Cooperative Agreement (Agreement) between the State of Oregon Vocational Rehabilitation (VR) and the Confederated Tribes of the Siletz Indians was developed jointly. VR recognizes and acknowledges that the Confederated Tribes of the Siletz Indians Tribal Government holds a unique status in the United States of America with the rights and benefits of a sovereign nation. VR has developed this Agreement to affirm the Agency understands and supports the pursuit of government-to-government relationship with the Confederated Tribes of the Siletz Indians Vocational Rehabilitation Program, consistent with ORS 182.162-168. This Agreement is intended to be flexible and dynamic to provide for the evolution of the partnership between VR and the Confederated Tribes of the Siletz Indians.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, call the State of Oregon, Department of Human Services, Office of Forms and Document Management at (503) 945-7021 or Fax (503) 373-7690, or TTY (503) 947-5330.

This agreement is between the Oregon Department of Human Services, Vocational Rehabilitation Services, hereafter called "**the State**" and the Confederated Tribes of the Siletz Indians, hereafter called "**the Tribe**."

I. LEGAL AUTHORITY

P.L. 105-220, Title IV, Rehabilitation Act of 1973 as amended by the Rehabilitation Act of 1998 (sections 101, 102 and 121); ORS 190.110 and 344.530

II. DEFINITIONS

The State and the Tribe agree on the following definitions for the purposes of this Agreement:

- A. **American Indian:** An individual who is a member of and enrolled in a federally recognized tribe, i.e., Federal or State Indian Band, Rancheria, Pueblo, Colony and Community including any Alaskan Native Village or Regional Village Corporation.
- B. **Concurrent Services:** Both the State and the Tribe providing different services to the same client at the same time.
- C. **Courtesy Supervision:** A counselor providing a point of contact locally for a client, when a client relocates for schooling, employment, etc.
- D. **Enrolled Member:** Any individual who is enrolled as a member of the Confederated Tribe of the Siletz Indians of Oregon, or any other federally recognized American Indian Tribe.
- E. **Indian Tribe or Tribe:** Any Federally recognized American Indian Band, Rancheria, Pueblo, Colony, Community or Regional Village.
- F. **IPE:** Individualized Plan for Employment as defined in the Rehabilitation Act.
- G. **Joint Counselors:** The counselors from each vocational rehabilitation program when a client is receiving services from both programs.
- H. **VR:** The State of Oregon,– Vocational Rehabilitation Services.
- I. **Primary Counselor:** The Vocational Rehabilitation Counselor responsible for development of the client's original IPE, if not developed jointly.
- J. **The Rehabilitation Act:** The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et. seq.
- K. **Rehabilitation Services:** Those services to applicants and eligible individuals of STVRP or State VR as defined in the Rehabilitation Act.
- L. **STVRP:** A vocational rehabilitation program as authorized in Section 121 of the Rehabilitation Act (amended 1998) and established within the Human Services Division of the Confederated Tribes of the Siletz Indians of Oregon, known as the Siletz Vocational Rehabilitation Program (STVRP).
- M. **Tribal Client:** any tribal member eligible for services under Section I of the Rehabilitation Act, as amended, who is served by the STVRP.

- N. **Tribal Member:** Any individual who is enrolled as a member of the Tribe.
- O. **Tribal Governing Body:** The Siletz Tribal Council, the duly elected or appointed representatives of the Confederated Tribes of the Siletz Indians of Oregon.
- P. **Tribal Service Area:** Oregon counties identified in the Section 121 Grant Application where vocational rehabilitation services are provided by the Tribe, including; Lincoln, Linn, Benton, Lane, Polk, Marion, Clackamas, Yamhill, Multnomah, Washington, Tillamook.

III. PURPOSE

To proactively cooperate to maintain the provision of vocational rehabilitation services to tribal members with disabilities who reside within the tribal service area boundaries of the STVRP. This agreement is implemented for: 1) The purpose of enhancing, to the greatest extent possible, the ability to provide efficient and effective vocational rehabilitation services to enrolled American Indians residing within the tribal service area. 2) To facilitate cultural awareness and improve professional skills among staff; and 3) To establish the working relationship between the Tribe and the State in the implementation of vocational rehabilitation services.

IV. TERM

This Agreement shall become effective on September 1, 2013, or on the date on which every party has signed this Agreement, whichever date is later. This Agreement shall terminate on September 30, 2015, unless otherwise extended or terminated prior to that date.

V. ELEMENTS OF THE AGREEMENT

A. Both Parties agree that:

1. The Confederated Tribes of the Siletz Indians is a federally recognized Indian Tribe.
2. The Siletz Tribal Council is the governing body of the Tribe AND the individual signing this Agreement certifies that he/she has been granted the authority to act on behalf of the Tribe by the Governing Body.
3. The Tribe will provide vocational rehabilitation services to eligible tribal members living within the tribal service area. The State has the responsibility to serve eligible residents of the State of Oregon, including individuals living within the tribal service area. Any individuals for whom

the State does not have primary responsibility under this Agreement may still choose to seek services from the State instead of the Tribe or Tribe instead of the State.

4. The State and the Tribe may concurrently provide vocational rehabilitation services to any tribal member, as the State and the Tribe mutually deem appropriate. Each case file shall contain the IPE and eligibility documents of both the State and the STVRP. Concurrent provision of services shall be based upon evidence that substantial non-duplicated service(s) from both agencies are necessary to achieve a successful outcome.
5. When the State and the Tribe provide vocational rehabilitation services concurrently, in accordance with paragraph 4 above:
 - a. Upon initial contact with a new client, the counselor of the State and the Tribe will offer the option to the client of a referral to the others' program if the counselor suspects that the individual may be eligible for services, in order to establish a joint case.
 - b. The State and the Tribe will make independent determinations of eligibility for their respective vocational rehabilitation programs. The second program to meet with the client will expedite eligibility. This will be possible when a joint meeting with the client and both VR programs is held and copies of all medical, psychological, and functional capacity records and initial program's eligibility documentation are shared. Since both programs operate under RSA eligibility criteria, best practice is that the second eligibility be completed within 30 days.
 - c. As the Tribal and State counselors collaborate with their mutual client, a need for additional medical, psychological, or functional capacity assessments may be identified. When these types of assessments are not available through routine care at the Siletz Community Health Clinic, State VR will assist STVRP by making direct referrals and providing payment to state-approved medical providers.
 - d. In the event that client is receiving case management services from a third program. The client will be offered the option of having a representative from that agency included in their IPE planning team. This will require further coordination by the Tribe and the State to ensure that communication flows openly amongst all agencies.

- e. Concurrent IPEs shall be cooperatively developed and recorded with each agency. IPE amendments may be made by either agency as long as it is shared and does not duplicate the services being provided by the other agency. In order to facilitate good communication between the two agencies, copies of IPE's and amendments affecting the scope of the plan will be shared between agencies. This practice will also ensure there is no duplication of services.
 - f. In developing an IPE, the counselor(s) of record may consider cultural issues based on information provided by persons who are recognized by the tribal members as knowledgeable in tribal customs of the client's tribe.
 - g. The counselors of record for both the State and the Tribe will confer on a regular basis to review each case for the purpose of ensuring that IPE goals are being met and services are being coordinated to the benefit of the client. This coordination may include representation from any other agency also providing case management to the client.
 - h. When a service/action is being performed by one counselor of record, that counselor will ensure that the other counselor of record is notified in a timely manner. This includes starting and stopping of vendor provided services such as job placement and counseling services, and case actions such as employment status or closure.
 - i. When a client provides information about a change in their living situation, location, or contact information or updates one of their counselors about something that may impact their ability to participate in services, that information will be made available to the other counselor in a timely manner.
6. The State and the Tribe will offer courtesy oversight, as needed, when VR/STVRP eligible clients relocate in or out of the tribal service area to accomplish the objectives of their IPE. The counselor providing courtesy oversight has no authority to change authorized services, nor the client's IPE as developed by the primary counselor.
7. The State and the Tribe will adopt and implement measures which ensure that confidential data are maintained in accordance with 34 CFR 361.38: protection, use, and release of personal information. The State and the Tribe will share information as necessary to prevent duplication

of services, and staff of the State and the Tribe will inform clients that information is shared on a routine basis for this purpose.

8. Encourage and make possible the participation of the State's staff in training regarding American Indian culture that will enhance the State's ability to provide culturally relevant services to American Indians.
9. Encourage and make possible the participation of the Tribe's staff in training regarding vocational rehabilitation topics. This includes invitation to VR sponsored trainings such as the annual in-service and counselor training.

B. The Tribe Agrees To:

1. Consult with the State Vocational Rehabilitation agencies on the State Plan and on the development of new State policies and procedures.
2. Refer to the State VR agencies those persons who may seek services and live within the tribal service area but are not tribal members.
3. Refer to the State VR agencies all tribal members with disabilities who wish to receive vocational rehabilitation services from the State, either concurrently or independently.
4. Meet with the State to coordinate and resolve any jurisdictional issues that may arise.
5. Help ensure that clients and potential clients understand the process and potential delay in State VR services that may result in the event that a VR Order of Selection (OOS) waitlist is implemented.
6. Assume primary responsibility for the case management for eligible tribal clients residing within the tribal service area, unless the tribal member chooses not to receive services from STVRP.

C. The State Agrees To:

1. Consult on the Tribe's Section 121 Vocational Rehabilitation Program application to the United States Department of Education, Rehabilitation Services Administration, for continued funding.
2. Cooperate in the provision of vocational rehabilitation services to all tribal clients who are eligible for services and live within the tribal service area.

3. Inform all tribal members who live within the tribal service area of the services available from STVRP and offer to refer them to that program.
4. Meet with the Tribe to coordinate and resolve any jurisdictional issues that may arise.
5. If the Tribe's federal funding is discontinued under Section 121, State VR will continue to serve client's enrolled in STVRP in accordance with federal and state policies.

VI. GENERAL TERMS OF THE AGREEMENT

- A. **Termination:** This agreement may be terminated by mutual consent of both parties, or by either party upon 60 days' notice in writing.
- B. **Annual Meeting:** Directors of SVRP and VR administration will meet annually to review this Agreement and consider amendments.
- C. **Consideration:** There is no monetary consideration under this Agreement. However, the parties acknowledge the exchange and receipt of other valuable consideration in the spirit of intergovernmental cooperation to the benefit of all by collaborating and coordinating the provision of vocational rehabilitation services to American Indians who are individuals with disabilities. No travel or other expenses are authorized.
- D. **No Third Party Beneficiaries:** The State and the Tribe are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
- E. **State Tort Claims Act:** The Tribe, its members, employees, and agents are not officers, employees, or agents of the State as those terms are used in ORS 30.265. No State VR employees are employees, officers, or agents of the Tribe.
- F. **Indemnification:** To the extent provided under the Constitution and laws of the Tribe, the Tribe shall indemnify the State, its officers, agents, and employees, consistent with the limitation of the State's indemnity of the Tribe, which is limited by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, against liability for damage to life or property arising from the Tribe activity under this Agreement, provided the Tribe shall not be required to indemnify the State for any such liability arising out of the wrongful acts of officers, agents, or employees of the State.

K. **Waiver:** Waiver by either party of any breach of this Agreement shall not be construed as a waiver of any other breach.

L. **Sovereign Immunity:** Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Tribe, which immunity is hereby expressly asserted.

VII. SIGNATURES

**The Confederated Tribes
of the Siletz Indians of Oregon:**

Delores Pigsley
Delores Pigsley, Tribal Chairwoman

10/28/13
Date

The State of Oregon:

Stephaine Parrish Taylor
Stephaine Parrish Taylor, Director
Vocational Rehabilitation Services

9-23-13
Date