

COOPERATIVE AGREEMENT
between
THE STATE OF OREGON
DEPARTMENT OF HUMAN
SERVICES
VOCATIONAL REHABILITATION SERVICES,
COMMISSION FOR THE BLIND, and
THE CONFEDERATED TRIBES OF THE GRAND
RONDE COMMUNITY OF OREGON

This Cooperative Agreement (Agreement) between the State of Oregon Vocational Rehabilitation Program (State VR), the Commission for the Blind (State OCB), and the Confederated Tribes of the Grand Ronde (the Tribe/Tribal) was developed jointly. State VR/OCB recognize and acknowledge that the Tribal Government holds a unique status in the United States of America with the rights and benefits of a sovereign nation. VR/OCB developed this Agreement to affirm the state's responsibilities and support for the pursuit of a government-to-government relationship with the Tribe's 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 State VR/OCB Programs and the Tribe.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, oral presentation, and electronic format. To request an alternate format, please send an e-mail to DHS.Forms@state.or.us or contact the Office of Document Management at 503-378-3486, and TTY at 503-378-3523.

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. Concurrent Services: Both the State and the Tribe providing different services to the same client at the same time.
- B. Courtesy Supervision: A counselor providing a point of contact locally for a client when a client relocates for schooling, employment, etc.
- C. GRVRP: 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 Grand Ronde Community of Oregon, known as the Grand Ronde VR Program.
- D. IPE: Individualized Plan for Employment as defined in the Rehabilitation Act.
- E. Joint Counselors: The counselors from each VR program when a client is receiving services from both programs.

- F. State VR Programs: The State of Oregon, VR Program of the Department of Human Services or Commission for the Blind.
- G. Primary Counselor: The VR Counselor responsible for development of the client's original IPE, if not developed jointly.
- H. The Rehabilitation Act: The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et. seq.
- I. Rehabilitation Services: Those services to applicants and eligible individuals of GRVRP or State VR as defined in the Rehabilitation Act.
- J. Tribal Client: any tribal member eligible for services under Section I of the Rehabilitation Act, as amended, who is served by the GRVRP.
- K. Tribal Member: Any individual who is enrolled as a member of the Tribe.
- L. Tribal Governing Body: Those duly elected or appointed representatives of the Confederated Tribes of the Grand Ronde Community of Oregon. The representatives must have the authority to enter into contracts, agreements, and grants on behalf of the general Tribal membership.
- M. Tribal Service Area: Oregon counties identified in the Section 121 Grant Application where VR services are provided by the Tribe, including Clackamas, Marion, Multnomah, Polk, Tillamook, Washington, and Yamhill.

III. PURPOSE

To proactively cooperate to maintain the provision of VR services to Tribal members with disabilities who reside within the Tribal service area boundaries of the GRVRP. This agreement is implemented for: 1) The purpose of enhancing, to the greatest extent possible, the ability to provide efficient and effective VR services to eligible Tribal members 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 VR services. The GRVRP is collaborating closely with State VR Youth Transition Program (YTP) in public high schools. Additionally, the GRVRP has been instrumental in providing feedback on the design of a Native youth transition curriculum for the 9th through 12th grades. This native youth transition curriculum is a collaborative effort to increase employment outcomes.

IV. TERM

This Agreement shall become effective on October 1, 2019, or on the date on which every party has signed this Agreement, whichever date is later. This Agreement shall terminate on September 30, 2023, unless otherwise extended or terminated prior to that date.

V. ELEMENTS OF THE AGREEMENT

A. Both Parties agree that:

1. The Tribe in this agreement is a federally recognized Indian Tribe.
2. For the purposes of this Agreement, the Governing Body of the Tribe is the Tribal Council and the individual(s) signing this Agreement certifies that they have been granted the authority to act on behalf of the Tribe by the Governing Body.
3. The Tribe will provide VR 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 who are not Tribal members. 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.
4. The State and the Tribe may concurrently provide VR services to any Tribal member, as the State and the Tribe mutually deem appropriate: Each case file shall contain the IPE of both the State and the GRVRP. 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 VR services concurrently, in accordance with paragraph 4 above:
 - a. The State and the Tribe will make independent determinations of eligibility for their respective VR programs.
 - b. Concurrent IPEs shall be cooperatively developed and recorded with each agency. IPE amendments may be made by either agency so long as it is shared and does not duplicate the services being provided by the other agency.
 - c. 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 cultural customs and heritage of tribes.
 - d. 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.
 - e. 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.
6. The State and the Tribe will offer courtesy supervision within the scope of the Rehabilitation Act and this Agreement (upon request as needed) when State VR/GRVRP eligible Tribal clients relocate in or out of the Tribal service area to accomplish the objectives of their

IPE. The counselor providing courtesy supervision has no authority to change authorized services, or 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 VR topics.

B. The Tribe agrees to:

1. 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 GRVRP.
2. Consult with the State VR agencies on the State Plan and on the development of new State policies and procedures.
3. Refer to the State VR agencies those persons who may seek services and live within the Tribal service area but are not tribal members.
4. Refer to the State VR agencies all tribal members with disabilities who wish to receive VR services from the State, either independently or concurrently.
5. Meet with the State to coordinate and resolve any jurisdictional issues that may arise.

C. The State agrees to:

1. Consult on the Tribe's Section 121 VR Program application to the United States Department of Education, Rehabilitation Services Administration, for continued funding.
2. Cooperate in the provision of VR 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 GRVRP 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, the State will continue the GRVRP client's IPE, based on and in the event that the client and IPE are in alignment with the State's eligibility criteria and other State VR policies in effect and if the client chooses to work with the State.

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. 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 VR services to American Indians who are individuals with disabilities. No travel or other expenses are authorized.
- C. 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.
- D. State Tort Claims Act: The Tribes, its members, employees, and agents are not officers, employees, or agents of the State as those terms are used in ORS 30.265.
- E. Indemnification:
- The Tribe shall indemnify the State, its officers, agents, and employees, to the extent 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 rising from the Tribe's 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.
- To the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the limits established under the Oregon Tort Claims Act, the State shall indemnify the Tribe against liability for damage to life or property arising from the State's activity under this Agreement, provided the State shall not be required to indemnify the Tribe for any such liability arising out of the wrongful acts of officers, agents, or employees of the Tribe.
- The State and the Tribe agrees to promptly notify the other Party of the filing of any claim against a Party which the Party believes is covered by the indemnity recited in this Section.
- F. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- G. Written Notice: All written notices regarding this Agreement shall be sent to the Parties at the following addresses:

To Tribe: Cheryle A. Kennedy, Tribal Chairwoman
c/o: Michael Herrin, Tribal VR Director
The Confederated Tribes of the Grand Ronde 9615
Grand Ronde Road
Grand Ronde, Oregon 97347

To State: Keith Ozols, Director
Department of Human Services Vocational
Rehabilitation Program
500 Summer Street NE, Mailstop E-87
Salem, Oregon 97301

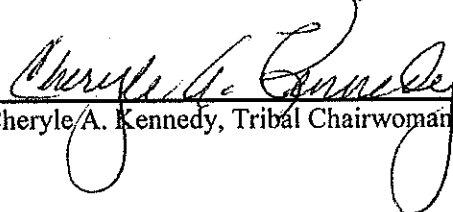
Dacia Johnson, Director
Commission for the Blind
535 SE 12th Avenue
Portland, Oregon 97214

Any written notice hereunder shall become effective as of the date of mailing and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

- H. Amendment: The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written amendment signed by the Parties.
- I. Merger Clause: This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreement, or representations, oral or written, not specified herein regarding this Agreement.
- J. Waiver: Waiver by either party of any breach of this Agreement shall not be construed as a waiver of any other breach,

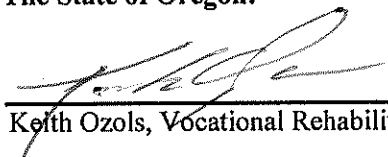
VII. SIGNATURES

**The Confederated Tribes
of the Grand Ronde Community of Oregon:**


Cheryl A. Kennedy, Tribal Chairwoman

Date: 12-31-19

The State of Oregon:


Keith Ozols, Vocational Rehabilitation Director

Date: 4/27/2020


Dacia Johnson, Commission for the Blind Director

Date: 4/27/2020