

**COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF OREGON
DEPARTMENT OF HUMAN SERVICES
VOCATIONAL REHABILITATION SERVICES
AND
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TRIBAL VOCATIONAL REHABILITATION PROJECT**

This Cooperative Agreement (Agreement) between the State of Oregon Vocational Rehabilitation (VR) and the Commission for the Blind (OCB and the Confederated Tribes of the Umatilla Indian Reservation Tribes was developed jointly). VR/OCB recognizes and acknowledges that the Confederated Tribes of the Umatilla Indian Reservation Tribal Government holds a unique status in the United States of America with the rights and benefits of a sovereign nation. VR/OCB have developed this Agreement to affirm the Agency understands and supports the pursuit of a government-to-government relationship with the Confederated Tribes of the Umatilla Indian Reservation Tribes' Vocational Rehabilitation Program (CTUIR TVR), 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/ OCB and the Confederated Tribes of the Umatilla Indian Reservation Tribes.

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, please send an email to DHS.Forms@state.or.us or contact the Office of Document Management at (503) 387-3523 V/TTY.

I. LEGAL AUTHORITY

P.L. 105-220, Title IV, Rehabilitation Act of 1973 as amended in 1998 (sections 101,102 and 121); ORS 190.110, 344.530 and ORS 182.162-168; the Constitution of the Confederated Tribes of the Umatilla Indian Reservation Tribes, as amended.

II. DEFINITIONS

VR and the Confederated Tribes of the Umatilla Indian Reservation Tribes agree on the following definitions for the purposes of this Agreement:

- A. **American Indian:** An individual who is an enrolled member of a Federally Recognized Tribe.
- B. **Concurrent Services:** Both the State and the Confederated Tribes of the Umatilla Indian Reservation Tribes 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 Confederated Tribes of the Umatilla Indian Reservation Tribal Member:** Any individual who is enrolled as a member of the Confederated Tribes of the Umatilla Indian Reservation Tribes.
- E. **Indian Tribe or Tribe:** Any federally recognized Indian Tribe, which shall include any Alaskan Native Village or Regional or Village Corporation, American Indian Band, Rancheria, Pueblo, Colony, or Indian Community recognized by the United States Department of Interior in 75 Fed. Reg. 60810 et seq. (October 1, 2010), and as such listing may be from time-to-time amended.
- F. **IPE:** Individualized Plan for Employment as defined in the Rehabilitation Act.
- G. **Joint Counselors:** The primary counselors from each vocational rehabilitation program when a client is receiving services from both programs.
- H. **CTUIR TVR:** Confederated Tribes of the Umatilla Indian Reservation Tribal Vocational Rehabilitation Program, a vocational rehabilitation program as authorized in Section 121 of the Rehabilitation Act of 1973, as amended in 1998, operating within the Confederated Tribes of the Umatilla Indian Reservation Tribes Service Delivery Area.
- I. **VR:** Vocational Rehabilitation Services of the State of Oregon
- J. **Primary Counselor:** The Vocational Rehabilitation Counselor responsible for the development of the client's original IPE, if not developed jointly.
- K. **The Rehabilitation Act:** The Rehabilitation Act of 1973, as amended in 1998, 29 U.S.C. 701 et. seq.
- L. **Rehabilitation Services:** Those services to applicants and eligible individuals of CTUIR TVR or VR as defined in Section I the Rehabilitation Act
- M. **Confederated Tribes of the Umatilla Indian Reservation Tribes Service Delivery Area:** The area defined in the 121 Grant Application Service Delivery Area (SDA) for the Confederated Tribes of the Umatilla Indian Reservation Tribal Vocational Rehabilitation.
- N. **Confederated Tribes of the Umatilla Indian Reservation Tribes' Governing Body:** The elected or appointed representatives delegated to the Tribal Council Governing the Confederated Tribes of the Umatilla Indian Reservation Tribes, with authority over day-to-day business of the Confederated Tribes of the Umatilla Indian Reservation.

III. PURPOSE

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 eligible enrolled Tribal Members residing within the service delivery area boundaries of the Umatilla Indian Reservation; 2) To facilitate cultural awareness and improve professional skills among VR staff; and 3) To establish the working relationship between the Confederated Tribes of the Umatilla Indian and VR in the implementation of CTUIR TVR Services.

IV. TERM

This Agreement shall become effective on August 30, 2020 or on the date at which every party has signed this Agreement, whichever date is later. This Agreement shall terminate on September 30, 2027, 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 Umatilla Indian Reservation is a federally recognized Indian Tribe. The Confederated Tribes of the Umatilla Indian Reservation, Reservation was established by Treaty on June 9, 1855,
2. The individual(s) signing this Agreement on behalf of the Confederated Tribes of the Umatilla Indian Reservation and CTUIR TVR certify that they have been granted the authority to act on behalf of the Confederated Tribes of the Umatilla Indian Reservation Tribes by the Confederated Tribes of the Umatilla Indian Reservation Governing Body.
3. The individuals signing this Agreement on behalf of VR certify that they have been granted the authority to act on behalf of the VR and the State of Oregon by the appropriate State governing body.
4. Any individuals for whom VR does not have primary responsibility under this Agreement may still choose to seek services from VR instead of the Confederated Tribes of the Umatilla Indian Reservation.
5. VR and the Confederated Tribes of the Umatilla Indian Reservation may provide Concurrent Services for vocational rehabilitation to any individual whose primary residence is within the Confederated Tribes of the Umatilla Indian Reservation Service Delivery area, and who is deemed eligible for both programs. When VR and the CTUIR TVR concurrently provide vocational rehabilitation services, each agency's case file shall contain the IPE of both the CTUIR TVR and VR Program. Provision of Concurrent Services shall be based upon evidence that substantial non-duplicated service(s) from both agencies are necessary to achieve a successful outcome.

6. When VR and the Confederated Tribes of the Umatilla Indian Reservation provide Concurrent Services for vocational rehabilitation, in accordance with paragraph 5 above:
 - a. VR and the Confederated Tribes of the Umatilla Indian Reservation will make independent determinations of eligibility for their respective vocational rehabilitation 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 for an Enrolled Confederated Tribes of the Umatilla Indian Reservation Tribal Member, the counselor(s) of record may consider cultural issues based on information provided by persons who are recognized by the Confederated Tribes of the Umatilla Indian Reservation as knowledgeable in Tribal Customs of the Confederated Tribes of the Umatilla Indian Reservation.
 - d. The counselors of record for both VR and the Confederated Tribes of the Umatilla Indian Reservation 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.
 - f. VR and the Confederated Tribes of the Umatilla Indian Reservation will offer courtesy case supervision within the scope of the Rehabilitation Act and this Agreement, upon request as needed, when VR/CTUIR TVR eligible and Federally Enrolled Tribal Member clients relocate on or off the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area, to accomplish the objectives of their IPE. The counselor providing courtesy supervision has no authority to change authorized services, or the client's Individualized Plan for Employment (IPE) as developed by the Primary Counselor.
7. The VR and the CTUIR TVR 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. VR and CTUIR TVR will share information as necessary to prevent duplication of services, and staff of VR and the CTUIR TVR will inform clients that information is shared on a routine basis for this purpose.
8. Encourage and make possible the participation of VR staff in training regarding American Indian culture that will enhance VR's ability to provide culturally relevant services to American Indians.

9. Encourage and make possible the participation of the Confederated Tribes of the Umatilla Indian Reservation staff in training regarding vocational rehabilitation topics.

B. The CTUIR TVR Agrees to:

1. Consult with VR on the State Plan and on the development of new State policies and procedures.
2. Refer to VR those persons who live within the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area, are not Enrolled Tribal Members, and desire vocational rehabilitation services.
3. Refer to VR Federally Enrolled Members who claim to have disabilities, and who live within the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area, who wish to receive services from VR rather than the CTUIR TVR or who wish to receive concurrent services from VR and the CTUIR TVR.
4. Refer to the State Vocational Rehabilitation agencies American Indians who claim to have disabilities and who are living near the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area, as they become known to CTUIR TVR.
5. Assume primary responsibility for the case management for eligible CTUIR TVR clients residing within the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area.

C. OVR Agrees To:

1. Consult with the Confederated Tribes of the Umatilla Indian Reservation Tribes' Section 121 Funds reapplication to the United States Department of Education, Rehabilitation Services Administration for continued funding.
2. Cooperate in the provision of vocational rehabilitation services to all eligible American Indians and live within the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area.
3. Inform all Federally Enrolled Tribal Members that live within the Confederated Tribes of the Umatilla Indian Reservation Service Delivery Area of the services available from CTUIR TVR and offer to refer them to that program.
4. If the Confederated Tribes of the Umatilla Indian Reservation federal funding is discontinued under Section 121, VR will continue the CTUIR TVR clients' IPEs for all such clients who meet the VR eligibility criteria in effect at the time CTUIR TVR's funding was discontinued, and to the extent such IPEs are consistent with VR policies in effect at that time.
5. Provide CTUIR TVR Program staff and manager access to VR-sponsored training

events and training materials, manuals, and other resources to assist CTUIR TVR staff to effectively and efficiently provide Vocational Rehabilitation services to Federally Enrolled Tribal Members.

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:** Director of CTUIR TVR and VR Director 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:** VR and the Confederated Tribes of the Umatilla Indian Reservation 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 Confederated Tribes of the Umatilla Indian Reservation, its members, employees, and agents are not officers, employees, or agents of the State as those terms are used in ORS 30.265. No VR employees, agents, or officers are the employees, agents, or officers of the Confederated Tribes of the Umatilla Indian Reservation.
- F. **Indemnity:** To the extent provided under the Constitution and laws of the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Umatilla Indian Reservation shall indemnify, defend and hold harmless the State of Oregon and its Department of Human Services, its officers, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the Confederated Tribes of the Umatilla Indian Reservation, its officers, subcontractors, agents or employees under this Agreement. The Confederated Tribes of the Umatilla Indian Reservation shall not be required to indemnify or defend the State of Oregon for any liability arising out of the wrongful act of officers, employees or agents of the State of Oregon.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, ORS 30.260 to 30.300, the State shall indemnify the Confederated Tribes of the Umatilla Indian Reservation, its officers, divisions and employees against any liability for damage to life or property that may arise from the implementation of this Cooperative Agreement to the extent of liability arising out of the negligence of the State. The State shall not be required to indemnify or defend the Confederated Tribes of the Umatilla Indian Reservation for any liability arising out of the

wrongful act of officers, employees or agents of the Confederated Tribes of the Umatilla Indian Reservation.

- G. **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.
- H. **Written Notice:** All written notices regarding this Agreement shall be sent to the parties at the following addresses:

To State:

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

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

To Confederate Tribes of the Umatilla Indian Reservation:

The Confederated Tribes of the Umatilla Indian Reservation
46411 Timine Way
Pendleton, Oregon 97801

With a copy to:

Charles Sams III, Interim Executive Director
The Confederated Tribes of the Umatilla Indian Reservation
46411 Timine Way
Pendleton, Oregon 97801

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.

- I. **Contact:** For information on matters concerning this Agreement, the contact person is:

Susie Calhoun, Tribal Vocational Rehabilitation Program Manager
Telephone: (541) 429-7189 FAX: (541) 429-7189

- J. **Amendment:** The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written amendment signed by the parties.
- K. **Merger:** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written,

not specified herein regarding this Agreement.

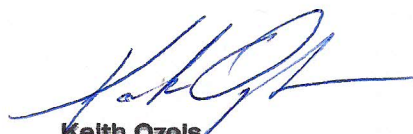
- L. **Waiver:** Waiver by either party of any breach of this Agreement shall not be construed as a waiver of any other breach.
- M. **Sovereign Immunity:** Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Umatilla Indian Reservation, which immunity is hereby expressly asserted.

VII. SIGNATURES:


Charles Sams III
Interim Executive Director

12/9/20
Date

State of Oregon:


Keith Ozols
Director Oregon Office of Vocational
Rehabilitation Services

12/14/2020
Date

Dacia Johnson
Dacia Johnson (Dec 14, 2020 16:20 PST)
Dacia Johnson
Director, Commission for the Blind

12/14/2020
Date

12-9-2020 MOU State of OR VR

Final Audit Report

2020-12-15

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