

**COOPERATIVE AGREEMENT**  
**between**  
**THE CONFEDERATED TRIBES OF WARM SPRINGS and THE STATE OF OREGON**  
**DEPARTMENT OF HUMAN SERVICES**  
**VOCATIONAL REHABILITATION SERVICES & OREGON COMMISSION FOR THE BLIND**

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

In compliance with the Americans with Disabilities Act (ADA), 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 e-mail to [DHS.Forms@state.or.us](mailto: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**

As authorized by The Rehabilitation Act of 1973 as amended by The Workforce Innovation and Opportunity Act of 2014 (Pub. L 113-128); ORS 190.110 and 344.530.

**II. DEFINITIONS**

The State and the Tribe agree to 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 Warm Springs Confederated Tribes or any other federally recognized American Indian Tribe.
- E. **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 primary counselors from each VR program when a client is receiving services from both programs.

- H. **State VR Program:** The State of Oregon VR Program of the Department of Human Services.
- I. **State OCB Program:** The State of Oregon Commission for the Blind
- J. **Primary Counselor:** The VR 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, 29 U.S.C. 701 et. seq.
- L. **Rehabilitation Services:** Those services to applicants and eligible individuals of WSVRP or State VR as defined in the Rehabilitation Act.
- M. **Reservation:** The Confederated Tribes of the Warm Springs Reservation.
- N. **SDA:** Service Delivery Area
- O. **Tribal Governing Body:** Those duly elected or appointed representatives of the Confederated Tribes of Warm Springs. The representatives must have authority to enter into contracts, agreements, and grants on behalf of their constituency.
- P. **Workforce Innovation and Opportunity Act (WIOA):** The Workforce Innovation and Opportunity Act of 2014; Public Law 113-128.
- Q. **WSVRP:** A Tribal VR program as authorized in Section 121 of the Rehabilitation Act of 1973 as amended by title IV of WIOA PART C – American Indian Vocational Rehabilitation Services and established within the Human Services Division of the Confederated Tribes of Warm Springs known as the Warm Springs VR Program shall be inclusive of the reservation including an area of 65 aerial miles beyond the boundaries of the Confederated Tribes of Warm Springs.

### III. PURPOSE

To implement and maintain a cooperative system for providing VR services to enrolled members of The Confederated Tribes of the Warm Springs Reservation of Oregon, members living off the reservation, and other American Indians with disabilities who reside within the service boundaries of the Warm Springs Reservation. 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 American Indians residing within the service boundaries of the Warm Springs Reservation;
2. To facilitate cultural awareness and improve professional skills among staff; and to establish the working relationship between the Tribe and the State in the implementation of WSVRP services.

#### **IV. TERM**

This Agreement shall become effective July 1, 2020, or on a date at which every party has signed this Agreement, whichever date is later. This Agreement shall terminate on September 30, 2025 unless otherwise extended or terminated prior to that date.

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## **V. ELEMENTS OF THE AGREEMENT**

### **A. Both parties agree that:**

1. The Confederated Tribes of the Warm Springs is a federally recognized Indian Tribe. The Warm Springs Reservation was established by the 1855 Treaty of Middle Oregon, federal 12 statute 963.
2. For the purposes of this Agreement, the Governing Body of the Tribe is the Tribal Council AND the individual(s) signing this Agreement certify that they have been granted the authority to act on behalf of the Tribe by the Governing Body.
3. The State has the responsibility to serve eligible residents of the State of Oregon. For the purposes of this Agreement, the Tribe will provide VR/OCB services to eligible American Indians living within the service boundaries of the Warm Springs Reservation who are members of any federally recognized tribe. The State has primary responsibility to serve individuals living within the Reservation who are not enrolled members of a federally recognized tribe or American Indians who are members of a federally recognized tribe living outside the service boundaries of the Tribe. 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/OCB services to any American Indian who is a member of any federally recognized tribe within the service boundaries of the Warm Springs Reservation or whose primary residence is within the State of Oregon, as the State and the Tribe mutually deem appropriate. When the State and the WSVRP concurrently provide VR or OCB services, each case file shall contain the IPE of both the State and the WSVRP. 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 Confederated Tribes will make independent determinations of eligibility for their respective VR/OCB 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 Tribe as knowledgeable in Tribal Customs of the American Indian client's Tribe.
  - 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 the State VR/OCB/WSVRP eligible and enrolled American Indian clients relocate on or off the Warm Springs Reservation, 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 361.35: 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. The State and the Tribe will 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. The State and the Tribe will encourage and make possible the participation of the Tribe's staff in training regarding VR topics.

**B. The Tribe Agrees to:**

1. Consult with the State VR/OCB agencies on the State Plan and on the development of new State policies and procedures.
2. Refer to the State VR/OCB agencies those persons who live within the Warm Springs Reservation boundaries, are not American Indians, and desire services.
3. Refer to the State VR agencies American Indians who claim to have disabilities and who are living near the Reservation, as they become known to WSVRP.
4. Meet with the State to coordinate and resolve any jurisdictional issues that may arise.
5. Assume primary responsibility for the case management for eligible American Indians residing within the Warm Springs Reservation SDA (service delivery area).

**C. The State Agrees to:**

1. Consult on the Tribal Section 121 Funds reapplication to the United States Department of Education, Rehabilitation Services Administration (RSA) for continued funding.
2. Cooperate in the provision of VR services to all eligible American Indians who are members of any federally recognized tribe and live within the Warm Springs Reservation SDA (service delivery area) who are seeking state VR services.
3. Inform all American Indians who are members of any federally recognized tribe and live within the Warm Springs Reservation of the services available from WSVRP 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 WSVRP 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 policies in effect.

## 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:** Director of the State and/or the Field Chief of the State will meet annually with WSVRP administration 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 VR 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.
- F. **Indemnity:** The Tribe 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 activities of the Tribe, its officers, subcontractors, agents or employees under this Agreement. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, the State shall indemnify the Tribe, its officers, divisions and employees against 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 Tribe for any liability arising out of the wrongful act of officers, employees or agents of the Tribe.
- 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:

**The State:**

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

Dacia Johnson, Executive Director  
Oregon Commission for the Blind  
535 SE 12th Ave  
Portland, OR 97214

The Tribe:

Michele Stacona, Secretary-Treasurer  
The Confederated Tribes of Warm Springs  
PO Box C  
Warm Springs, OR 97761

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. **Amendment:** The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written amendment signed by the parties.
- J. **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.
- 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.

## VI. SIGNATURES

The Tribe:

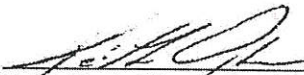


Michele Stacona, Secretary-Treasurer/CEO  
Confederated Tribes of Warm Springs

Date

7/29/2020

The State:



Keith Ozols, Director  
State Vocational Rehabilitation

Date

6-29-2020



Dacia Johnson, Executive Director  
Oregon Commission for the Blind

Date

6/29/2020