

Agreement No. 111112

**COOPERATIVE AGREEMENT**  
between  
**THE STATE OF OREGON**  
**DEPARTMENT OF HUMAN SERVICES**  
**OFFICE OF VOCATIONAL REHABILITATION SERVICES**  
and  
**THE CONFEDERATED TRIBES OF THE GRAND RONDE**  
**COMMUNITY OF OREGON**

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This agreement is between the Oregon Department of Human Services, Office of Vocational Rehabilitation Services, hereafter called "**the State**" and the Confederated Tribes of the Grand Ronde Community of Oregon, hereafter called "**the Tribes**."

**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 Tribes agree on the following definitions for the purposes of this Agreement:

- A. **Concurrent Services:** Both the State and the Tribes 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 Vocational Rehabilitation Program.

- D. **IPE:** Individualized Plan for Employment as defined in the Rehabilitation Act.
- E. **Joint Counselors:** The counselors from each vocational rehabilitation program when a client is receiving services from both programs.
- F. **OVRs:** The State of Oregon, Office of Vocational Rehabilitation Services of the Department of Human Services.
- G. **Primary Counselor:** The Vocational Rehabilitation 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 OVRs 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 Tribes.
- 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 vocational rehabilitation services are provided by the Tribes, including Clackamas, Marion, Multnomah, Polk, Tillamook, Washington, and Yamhill.

### 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 GRVRP. 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 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 Tribes and the State in the implementation of vocational rehabilitation services.

#### IV. TERM

This Agreement shall be come effective on October 1, 2004, or on the date on which every party has signed this Agreement, including the Oregon Department of Justice, whichever date is later. This Agreement shall terminate on September 30, 2009, 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 Grand Ronde Community of Oregon is a federally recognized Indian Tribe.
2. For the purposes of this Agreement, the Governing Body of the Confederated Tribes of the Grand Ronde Community of Oregon is the Tribal Council AND the individual(s) signing this Agreement certifies that he/she has been granted the authority to act on behalf of the Tribes by the Governing Body.
3. The Tribes 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 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 Tribes.
4. The State and the Tribes may concurrently provide vocational rehabilitation services to any tribal member, as the State and the Tribes 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 Tribes provide vocational rehabilitation services concurrently, in accordance with paragraph 4 above:
  - a. The State and the Tribes 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, 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 American Indian client's Tribe.
  - d. The counselors of record for both the State and the Tribes 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 Tribes will offer courtesy supervision within the scope of the Rehabilitation Act and this Agreement, upon request as needed, when OVRs/GRVRP eligible and 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, nor the client's Individualized Plan for Employment (IPE) as developed by the Primary Counselor.
  - 7. The State and the Tribes 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 Tribes will share information as necessary to prevent duplication of services, and staff of the State and the Tribes 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 Tribes' staff in training regarding vocational rehabilitation topics.

B. The Tribes Agree 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 independently or concurrently.
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 tribal clients residing within the tribal service area, unless the tribal member chooses not to receive services from GRVRP.

C. The State Agrees To:

1. Consult on the Tribes' 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 GRVRP and offer to refer them to that program.
4. Meet with the Tribes to coordinate and resolve any jurisdictional issues that may arise.
5. If the Tribes' federal funding is discontinued under Section 121, the State will consider, on a case-by-case basis, whether or not to continue the GRVRP client's IPE, based on the State's eligibility criteria and other policies in effect at the time GRVRP 's funding was discontinued.

## 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 vocational rehabilitation 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 Tribes 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 Tribes shall indemnify the State, its officers, agents, and employees, to the extent of the State=s indemnity of the Tribes, 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 Tribes activity under this Agreement, provided the Tribes 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 Tribes 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 Tribes for any such liability arising out of the wrongful acts of officers, agents, or employees of the Tribes.

The State and the Tribes agree 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 State:	Stephaine Parrish Taylor, Administrator Office of Vocational Rehabilitation Services c/o Edward L. Thomas, Contract Specialist Department of Human Services 500 Summer Street NE, 4th Floor Salem, Oregon 97310-1004
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To Tribes: Cheryle Kennedy  
Tribal Chairwoman  
The Confederated Tribes of the Grand Ronde  
c/o Ron Hudson, VR Program Director  
9615 Grand Ronde Road  
Grand Ronde, Oregon 97347

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.

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**VII. SIGNATURES**

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

\_\_\_\_\_  
Cheryle Kennedy, Tribal Chairwoman

\_\_\_\_\_  
Date

**The State of Oregon:**

\_\_\_\_\_  
Stephaine Parrish Taylor, Administrator  
Office of Vocational Rehabilitation Services

\_\_\_\_\_  
Date

**Legal Sufficiency Approval /Department of Justice:**

\_\_\_\_\_  
Assistant Attorney General for the State of Oregon

\_\_\_\_\_  
Date

**Reviewed/Department of Human Services:**

\_\_\_\_\_  
Contract Specialist, Office of Contracts and Procurement

\_\_\_\_\_  
Date