MEMORANDUM OF UNDERSTANDING

Between the
Houlton Band of Maliseet Indians
for the
Wabanaki Vocational Rehabilitation Program

And the
Maine Department of Labor
Bureau of Rehabilitation Services
Division of Vocational Rehabilitation
Division for the Blind and Visually Impaired

The Maine Bureau of Rehabilitation Services, through its Division of Vocational Rehabilitation and Division for the Blind and Visually Impaired (hereinafter referred to as BRS DVR/DBVI), shall collaborate with the Houlton Band of Maliseet Indians, through its Wabanaki Vocational Rehabilitation Program (hereinafter referred to as WVRP), as the recipient of Section 121 Grant under Title 1 of the Rehabilitation Act, as amended, to enhance the lives of American Indians with Disabilities. This Memorandum of Understanding (MOU) represents the cooperation, coordination and collaboration required to create a joint effort within Maine's rehabilitation community to increase vocational opportunities for American Indians in Maine with disabilities (hereinafter referred to as consumers).

The State of Maine Bureau of Rehabilitation Services and the Houlton Band of Maliseet Indians herein express a shared commitment to advance the principles of the Rehabilitation Act of 1973, as amended, in a unified manner. BRS DVR/DBVI and WBVR will meet all the required obligations and responsibilities contained in state and federal laws and regulations.

Shared Principles and Values

In the spirit of enhancing the lives of individuals with disabilities, the BRS DVR/DBVI joins with WVRP to provide VR services and agrees:

- To have mutual respect for each other, their cultural differences, and their tribal or governmental entity.
- That individuals with disabilities can live independently, are able to work and are respected members of our communities.
- That the informed choice provisions in the Rehabilitation Act that empower individuals with disabilities to take ownership of their rehabilitation planning and outcomes will be respected.
- To the principle of cooperation, yet value the difference of opinions that enrich our abilities in the future.
- To express their opinions and educate partners toward their point of view and agree to work toward consensus.

Parties to this Agreement

- The Houlton Band of Maliseet Indians, through the WVRP, as the recipient of Section 121 Grant (under Title I of the Rehabilitation Act, as amended), is responsible for implementing Vocational Rehabilitation (VR) services to eligible enrolled members with disabilities of federally recognized tribes who reside on or near tribal reservations or tribal lands in Maine.
- The Division of Vocational Rehabilitation and Division for the Blind and Visually Impaired are the two Designated State Units that are responsible for the administration of the federal Vocational Rehabilitation program (under Title I of the Rehabilitation Act, as amended) in Maine. DVR and DBVI are part of the Bureau of Rehabilitation Services within the Maine Department of Labor.

Implementation and Coordination of Services

A. Both WVRP and BRS DVR/DBVI have a responsibility to provide VR services to eligible American Indians of Maine's Federally Recognized Tribes with disabilities who reside on or near reservations or tribal lands. The applicant must be an enrolled member of one of the federally recognized tribes in Maine (ie: Maliseet, Mic Mac, Passamaquoddy, Penobscot) currently living in our service area defined in the program narrative for the Vocational Rehabilitation Service Projects For American Indians With Disabilities, 84.250J, as Aroostook, Washington, or Penobscot counties. Any Tribal member who resides outside of one of the established service areas is not eligible for services and will be referred to BRS DVR/DBVI. Provision of VR services will be consistent with individual strengths, resources, priorities, concerns, abilities, capabilities, and informed choices so that they may prepare for and engage in gainful employment.

B. In the event that the Wabanaki Vocational Rehabilitation Program does not receive continued grant funding, individuals being served by WVRP will be offered a transfer of VR services to DVR and/or DBVI based upon the IPE's developed by WVRP VR Counselors.

C. Rights of consumers to services from either program will not be superceded by this agreement.

D. The authority and responsibility of either party to manage its own staff (including location of staff, assignment of staff responsibilities, training of staff, and staff supervision), to manage program resources, and to manage the programs for which they are responsible will not be abridged by any statements contained in this MOU.

E. Each agency will prepare and make available to the other a list of staff potentially providing service to joint consumers, their service area, and normal itineraries.

F. WVRP and BRS DVR/DBVI agree to arrange regular meetings to coordinate services on program and individual consumer service delivery levels.

G. WVRP and BRS DVR/DBVI agree to work cooperatively to maximize funding from the Social Security Administration's Ticket to Work Program and will determine the formula for sharing reimbursements by separate agreement.

H. Under the terms of this MOU, American Indians with disabilities may become consumers of both WVRP and BRS DVR/DBVI simultaneously. Concurrent services may be provided by both WVRP and BRS DVR/DBVI. The following is a general description of the process:

- Upon initial contact with a new consumer, the BRS DVR/DBVI counselor or the WVRP counselor should refer the consumer to the other program if there is potential for the individual to benefit from the other program. (The consumer has the right to refuse the referral.)
- Referrals are regarded as new consumers for the receiving agency, and both agencies will make every effort to be responsive to the needs of the other and the other's consumers.
- Referrals will be facilitated by individual VR counselors.
- An agreement from the consumer (including an authorization to share information) to perform joint planning and service delivery may be obtained when deemed necessary or when there is current or past involvement of the consumer with the other agency. The consumer will be informed that this authorization is for the duration of the entire rehabilitation process. The consumer may revoke the authorization at any time. This right to revoke shall be clearly contained in the authorization to release information.
- Upon execution of an authorization of release of information by the consumer, documentation and other information obtained by an agency will be released to the other as may be necessary and useful.
- Qualified VR staff from either the WVRP or the BRS DVR/DBVI will make decisions regarding administration of VR program in accordance with their own agency policies. Moreover, both agencies will observe presumption of eligibility as stated in the Rehabilitation Act, as amended.
- Individualized Plans for Employment (IPE) shall, when appropriate, be jointly developed and accepted by WVRP and BRS DVR/DBVI to guarantee a comprehensive level of service in a coordinated manner.
- A separate consumer record of services will be maintained by each agency.
- Disagreements regarding the coordination and delivery of VR services will be addressed by the due process procedures of the agency from which the consumer has a dispute. The Client Assistance Program (CAP) will be offered to consumers and made available as an advocacy resource.

Roles and Responsibilities of Each Party

Wabanaki Vocational Rehabilitation Program:

A. WVRP agrees to utilize a service delivery system similar to the system used by BRS DVR/DBVI. Utilizing similar systems will guarantee that program provisions and a consumer's transition will be responsive to requirements of Section 121.

B. WVRP will provide technical assistance to BRS DVR/DBVI as appropriate.

C. WVRP will provide training to BRS DVR/DBVI to increase the cultural competence of BRS DVR/DBVI staff and improve skills in serving Maine's American Indians with disabilities.

D. WVRP will identify a primary point of contact to act as liaison to BRS DVR/DBVI and will ensure that a program representative participates on both State Rehabilitation Councils for BRS DVR/DBVI.

E. WVRP will provide the above services at no cost to BRS DVR/DBVI.

BRS Division of Vocational Rehabilitation/Division for the Blind and Visually Impaired:

A. BRS DVR/DBVI agrees to provide WVRP technical assistance and consultation through access to staff and program policies and procedures.

B. BRS DVR/DBVI will identify a primary point of contact to act as liaison to WVRP.

C. BRS DVR/DBVI will include WVRP in training offered as part of its Comprehensive System of Personnel Development to improve services to Mainers with disabilities and expand the availability of qualified rehabilitation staff. Video-conferencing will be one strategy used to increase access to training, given Maine's large geographical area.

D. BRS DVR/DBVI will assign a representative to serve on the Wabanaki Vocational Rehabilitation Advisory Committee.

E. BRS DVR/DBVI will provide the above services at no cost to WVRP.

Confidentiality

All material and information, whether verbal, written or in electronic format, exchanged between WVRP and BRS DVR/DBVI as part of this coordinated service delivery of VR services in Maine shall be regarded as confidential information. Steps will be taken by WVRP and BRS DVR/DBVI to safeguard the confidentiality of such material or information in compliance with federal and state statutes and regulations, including expressed written consent and file protections.

Dispute Resolution

If a dispute develops that is related to the execution of this MOU, the parties will look to the leadership in their respective organizations for resolution. If resolution cannot be achieved that is satisfactory to both WVRP and BRS DVR/DBVI, then the Rehabilitation Services Administration will be consulted for technical assistance.

General Provisions

A. This MOU will not supercede any powers, rights or responsibilities under applicable federal, tribal, state constitutions, laws, administrative rules, standards, or Executive Orders of any party to this MOU. All actions under this MOU will be carried out in accordance with these constitutions, laws, rules, standards, and Executive Orders.

B. The MOU will take effect upon the date of signature by WVRP and BRS DVR/DBVI and shall remain in effect unless terminated upon thirty (30) days advanced notice by either party. By such termination, no party may nullify obligations incurred prior to the effective date of termination.

C. The MOU will be reviewed at least annually.

D. This MOU may be modified, but only in writing and only with concurrence of all signatories to this MOU.

E. If any element of this MOU is determined to be invalid, the remainder of provisions within this Agreement will not be affected.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved by the parties and persons whose signatures appear below:

Houlton Band of Maliseet Indians

By: _____ 4/10/15
Darcy Gentle, Director — Date
Wabanaki Vocational Rehabilitation Program

Maine Department of Labor
Bureau of Rehabilitation Services

By: _____ 7/16/15
Elizabeth Hopkins, Director — Date
Division of Vocational Rehabilitation

By: _____ 7/16/15
John McMahon, Director — Date
Division for the Blind and Visually Impaired

Approved 2/28/09
Reviewed 3/1/10
Approved 6/17/11
Revised 5/16/13
Revised 7/01/15