

Memorandum of Understanding
Mashantucket Pequot Tribal Nation Vocational Rehabilitation
Program
And
The State of Rhode Island Department of Human Services
Office of Rehabilitation Services

The Department of Human Services, Office of Rehabilitation Services, (hereinafter referred to as DHS-ORS), shall collaborate with the Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program, (hereinafter referred to as MPTN- VR), according to Section 121. of the Vocational Rehabilitation Services Grants program, to enhance the lives of American Indians with Disabilities. This Memorandum of Understanding (MOD) describes the cooperation, coordination, and collaboration required to-create a joint effort within the rehabilitation community to increase vocational opportunities for American Indians with disabilities, (hereinafter referred to as clients).

The DHS-ORS and MPTN- VR shall cooperate in the commitment to advance the principles of the Rehabilitation Act of 1973, as amended, in a unified manner. The DHS-ORS and MPTN- VR shall meet all applicable obligations and responsibilities contained in federal laws and regulations.

I. Coordinated Services:

1. DHS-ORS and MPTN- VR are responsible for determining client eligibility within their programs, and shall also agree to accept client eligibility determinations made by either DHS-ORS or MPTN-VR and work with clients on a collaborative basis. It is further agreed that referrals by MPTN- VR must meet the order of selection as determined by DHS-ORS.
2. DHS-ORS and MPTN- VR agree to share information, as needed, to expedite services for clients and honor the strictest standards of confidentiality consistent with the informed choices of the client.
3. Individualized Plans for Employment shall, when appropriate, be jointly developed and accepted by DHS-ORS and MPTN-VR to guarantee a comprehensive level of service in a coordinated manner.
4. DHS-ORS and MPTN-VR agree to work cooperatively to capture Social Security reimbursements and all relevant comparable benefits for all program expenditures. The formula for sharing reimbursements shall be determined by separate agreement.
5. DHS-ORS and MPTN-VR agree to arrange a "meeting schedule" between the appropriate staff of DHS-ORS and MPTN-VR when collaborating on the delivery of service to a client.
6. MPTN-VR may refer eligible clients to DHS-ORS if such referrals are mutually agreeable and shall allow a client to access resources that are

not available through MPTN- VR. DHS-ORS may refer eligible clients to MPTN- VR if such referral will enhance the opportunities for an employment outcome for the client.

7. DHS-ORS and MPTN-VR shall maintain separate case files on mutual or joint clients during the course of service delivery, all necessary documentation and information shall be updated as required and shared.
 - a. DHS-ORS and MPTN- VR may recognize action on a case and each may close such case successfully if provided services lead to the employment outcome of a client.

II. DHS-ORS agrees to:

1. Provide MPTN- VR access to DHS-ORS staff for technical assistance and consultation on client case service issues.
2. Provide Benefit Services.
3. Assign DHS-ORS counseling staff as a liaison to MPTN-VR, and provide direct services to clients referred by MPTN-VR
4. Offer training to MPTN-VR staff that is provided by DHS-ORS staff to improve services to eligible clients. Training opportunities will be disseminated to MPTN-VR staff by DHS-ORS staff when such training is scheduled to be presented.
5. Provide the above services at no cost to MPTN-VR.

III. MPTN-VR agrees to:

1. Utilize a service delivery system similar to the system used by DHS-ORS. Utilizing similar systems will guarantee that program provisions and a client's transition will be responsive to reporting requirements according to Section 121 of the Vocational Rehabilitation Services Grants.
2. Provide technical assistance to DHS-ORS as appropriate.
3. Provide personnel development to maximize the cultural competence of DHS-ORS staff at no cost.

IV. Contract Period:

This MOU shall take effect upon the date of signature by DHS-ORS and MPTN-VR and shall remain in effect unless terminated upon thirty (30) days advanced written notice by DHS-ORS or MPTN- VR. This agreement shall be reviewed at any time upon the written request of DHS-ORS or MPTN-VR and may be modified by mutual agreement.

V. Confidentiality

All material and information exchanged between DHS-ORS and MPTN-VR acquired in performance of the contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the DHS-ORS and MPTN- VR to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and

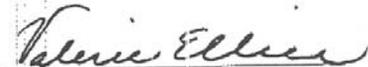
regulations. The MPTN-VR agrees that it is prohibited from releasing any and all information provided by the DHS-ORS or providers or any information generated by MPTN-VR on behalf of this agreement, without the prior expressed written consent of the DHS-ORS.

VI. Hold Harmless

The MPTN-VR agrees to indemnify, defend and hold harmless the State of Rhode Island; as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any Contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of MPTN-VR in the performance on this agreement.

The DHS-ORS agrees to indemnify, defend and hold harmless the Mashantucket Pequot Tribal Nation; as well as all Departments, officers, agents and employees of the Tribe from and against any and all claims, losses or suits according or resulting to any Contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of DHS-ORS in the performance of this agreement.

DATE: March 7, 2006


Dr. Valerie Ellien
Director of Vocational Rehabilitation
Program

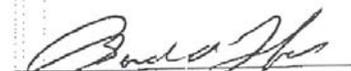
DATE: 3/9/06


Michael Thomas
Tribal Council Chairperson

DATE: 3/7/06


Beth Thomas
Director of Indian Health Services

DATE: 3/15/06


Ronald Lebel, Acting Director
Department of Human Services

Addendum #1

Data Confidentiality and Dissemination

MOU
Mashantucket Pequot Tribal Nation Vocational Rehabilitation
Program

And

The State of Rhode Island
Department of Human Services
Office of Rehabilitation Services

DATA CONFIDENTIALITY AND DISSEMINATION

Legal Use. The parties agree that they shall comply with all federal and state laws and regulations governing the confidentiality of information exchanged. The Grantee Agency shall also agree to secure the DHS mailing list in a locked file when not in use.

Third Parties. Information exchanged will not be released to any third party (including any subcontractors or affiliates of the Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program).

Release of Information. The Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program shall not publish or otherwise release any information received.

Limited Use. The Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program agrees that the information received from ORS is to be used only for the limited purpose of fulfilling the purposes of the agreed upon use of this information, that is vocational planning and services.

Data Ownership. The Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program shall obtain no right of any kind to the information received from ORS and further; all information received shall remain the property of ORS. The Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program shall destroy by shredding any or all individually identifiable information at the conclusion of the completion of their exchange of information regarding clients.

No Monetary Gain. The Mashantucket Pequot Tribal Nation Vocational Rehabilitation Program agrees that under no circumstances shall it use any information received for monetary gain.

Continuity. These data dissemination and confidentiality obligations shall survive the completion or any termination of the exchange of information regarding clients.

AGREED TO:

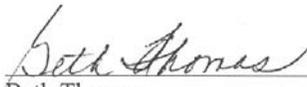
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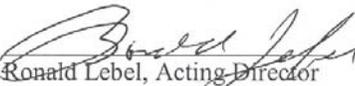
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