

MEMORANDUM OF AGREEMENT
BETWEEN THE
GREAT LAKES INTER-TRIBAL COUNCIL
AND THE
DIVISION OF VOCATIONAL REHABILITATION

State ID # ss 20.445 (5)(kg), 56600

**Memorandum of Agreement Between The Great Lakes Inter-Tribal Council
And Division of Vocational Rehabilitation**

This Memorandum of Agreement (MOA or Agreement) is between the Great Lakes Inter-Tribal Council (GLITC) acting as the fiscal agent and contract manager for the GLITC's member tribes, which include: Bad River Band of the Lake Superior Tribe of Chippewa Indians, Forest County Potawatomi Community, Ho-Chunk Nation, Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin, Lac du Flambeau Band of Lake Superior Chippewa Indians, Lac Vieux Desert Band of Lake Superior Chippewa Indians, Menominee Indian Tribe of Wisconsin, Oneida Nation, Red Cliff Band of Lake Superior Chippewa Indians, Sokaogon Chippewa Community, Saint Croix Chippewa Indians of Wisconsin, and Stockbridge-Munsee Community (hereinafter "Tribes") that participate in the Section 121 Vocational Rehabilitation projects in the State of Wisconsin, and the Department of Workforce Development Division of Vocational Rehabilitation (DVR). This MOA will assist Tribes in providing vocational rehabilitation services to Native Americans with disabilities in Wisconsin.

The parties enter this MOA in recognition that on-going cooperation between GLITC and DVR will continue to help GLITC to expand and support its Section 121 Programs throughout the State of Wisconsin. The DVR will continue to provide necessary technical services to GLITC to help support its efforts to serve eligible individuals on or near the reservations, including services to Native Americans living in underserved areas of the State; e.g., Milwaukee, Madison, Black River Falls.

The Native American Gaming Initiative Funds (NAFGI) are provided to GLITC as the fiscal agent to distribute to 4 Section 121, as defined in the Vocational Rehabilitation Act and WIOA, Vocational Rehabilitation Projects in WI, which include: College of Menominee Nation, Great Lakes Inter-Tribal Council, Lac Courte Oreilles (LCO) and Oneida Nation.

This MOA describes the agreement between GLITC and DVR for the period of **July 1, 2023 through June 30, 2024** for the use of **\$314,900.00** in "Native American Gaming Initiative" funds (NAGI), provided under ss. 20.445(5)(kg), Wis. Stats., "Vocational rehabilitation services for tribes."

PURPOSE OF AGREEMENT

The objective of this MOA is for DVR to work cooperatively with GLITC and respective Wisconsin American Indian Vocational Rehabilitation (AIVR) programs in efforts to provide vocational rehabilitation services to eligible Native Americans with disabilities. A major focus will be for collaboration and cooperation to support GLITC in expanding Section 121 Programs by supporting, through technical assistance, DVR and AIVR staff, so that all tribal reservations are served by qualified vocational rehabilitation counselor. The DVR will assist GLITC by providing technical consultation to the GLITC Vocational Rehabilitation Program including case management training and mentorship to newly hired GLITC AIVR program staff. Additionally, DVR will work closely with GLITC in providing technical assistance related to rehabilitation technology, ongoing support, job coaching (systematic instruction), benefits counseling, and other needed support and specialized training which can benefit GLITC's Section 121 Program. Technical assistance support will also be provided, as needed, to GLITC's administrative and support staff. This cooperative relationship is designed to assist both GLITC and DVR in increasing employment outcomes for Native American DVR and AIVR program participants.

Up to **\$314,900** will be provided under this MOA from the NAGI funds to GLITC to accomplish staffing services and other fiscal activities detailed in **Attachment A, GLITC's Budget Submission**. Both agencies (DVR and GLITC) will work together to ensure the necessary infrastructure is in place to achieve employment outcomes consistent with the mission, values and strategic priorities of GLITC and DVR.

The MOA will not exceed **\$314900.00** of NAGI funds administered by DVR.

JOINT GLITC/DVR RESPONSIBILITIES

1. Perform outreach activities to increase the number of Native American job seekers with disabilities served.
2. Increase Vocational Rehabilitation services to Native Americans.
3. Provide training and technical assistance to GLITC/AIVR/DVR staff.
4. Expand program evaluation process.
5. Improve GLITC AIVR program automation and computer/technology support.
6. Provide counseling "tools" for AIVR program staff
7. Increase AIVR program staff knowledge and use of rehabilitation technology.
8. Collaborate and coordinate training for AIVR/DVR staff. As needed, jointly plan and implement training and staff development activities. The GLITC and DVR will share program materials that support training staff of the DVR/AIVR programs in the implementation of the MOA.
9. Hold quarterly GLITC/DVR management meetings to share information, review program progress and fiscal information, and develop plans regarding collaborative service efforts.
10. As appropriate and when funds are available, participate in meetings, conferences, and training sessions which benefit each program's effectiveness in meeting the needs of staff and consumers of AIVR and DVR staff and consumers.

TARGET PERFORMANCE GUIDELINES

1. Create a strong partnership and service collaboration between DVR and the Wisconsin tribes.
2. Increase DVR Counselors knowledge of cultural needs, wants, and differences.
3. Increase the number of Native Americans with disabilities participating in vocational rehabilitation services.
4. Increase the number of Native Americans successfully completing Individualized Plans for Employment (IPE).
5. Improve the number of employment outcomes for Native American consumers
6. Provide training and technical assistance to support qualified vocational rehabilitation staff.
7. Reduce unemployment among Native American consumers over time.
8. Create access to basic VR services, as well as, including natural medicine and health services.
9. Increase the level of trust and understanding leading to improved collaboration and coordination of services among GLITC/AIVR and DVR program staff.

PROJECT FUNDING

Upon the signature of both parties, GLITC will invoice DVR quarterly for actual and allowed expenditures up to **\$314,900.00**. Invoices will include a detailed description of expenditure activity for each month in the quarter. Invoices are to include a detailed description of the specific

expenditures. The invoices are to be submitted electronically as an attachment of an e-mail message to the DVR Budget and Policy Analyst at Invoice@dwd.wisconsin.gov within 30 days of the end of the quarter.

Funds encumbered before **June 30, 2024** are to be completed by June 30, 2024 and a final expenditure report submitted to DVR within 60 days of the Agreement end date. Notwithstanding 20.001(3)(a) unencumbered balances at the end of the fiscal years reverts back to the source fund, which is the Indian Gaming Receipts 20.505(8)(hm.) . The GLITC will also provide DVR with an annual audit, in accordance with federal audit requirements under 2 C.F.R Part 200, showing actual expenditures under the terms of the agreement.

PROGRAM REPORTING

The GLITC will provide DVR with a quarterly program report detailing the progress of the program for the contract year. This program report shall include a narrative of Wisconsin AIVR activities and outcome benchmarks in accordance with the 9 target performance guidelines (**See Attachment B, AIVR Work Plan**). The GLITC is to provide the annual program report to DVR within 30 days after the close of the State Fiscal Year. Quarter and annual program reports are to be submitted electronically as an attachment of an e-mail message to the DVR Contract Specialist, at DVRSpecialContracts@dwd.wisconsin.gov within 30 days of the end of the quarter

NONDISCRIMINATION REQUIREMENTS

In connection with the performance of work under this Agreement, GLITC agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GLITC agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Pursuant to 2019 Wisconsin Executive Order 1, GLITC agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information, or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of GLITC ineligibility, the termination of this Agreement, or the withholding of funds. Notwithstanding the foregoing, GLITC shall be permitted to apply a Native American preference in its hiring practices to the extent permitted by Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., and 25 U.S.C. §§ 44-66.

SUSPENSION OR TERMINATION

This agreement may be suspended or terminated if funds are not available.

AMENDMENT OF THIS AGREEMENT

All or part of this agreement may be amended at any time by written amendment signed by the Administrator of DVR and the Administrator of GLITC's Section 121 Program. It is acknowledged this agreement is subject to change, if either applicable state or federal laws change. Upon the giving of the required notice, DVR and GLITC agree to negotiate as to the effect the federal or state law change will have on the future implementation and continuation of this Agreement.

Each party agrees to give the other party written notice within thirty (30) days after becoming aware of any state or federal law changes which may impact upon the performance of either party under this Agreement.

As agreed upon by the Administrator of the Wisconsin Department of Workforce Development, Division of Vocational Rehabilitation (DWD-DVR), the CEO of Great Lakes Inter-Tribal Council-Section 121 Program, and the Deputy Secretary of the Department of Workforce Development

DocuSigned by:

3583CE600AC6443...

Delora Newton, Administrator DWD-DVR

6/13/2023

Date



Bryan Bainbridge, CEO, GLITC

5/24/2023

Date

DocuSigned by:

236276D77EED448...

Pamela McGillivray, DWD Deputy Secretary

6/13/2023

Date