

MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF VOCATIONAL REHABILITATION
AND
COMMONWEALTH HEALTHCARE CORPORATION
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into by the CNMI Office of Vocational Rehabilitation (OVR), the designated State unit responsible for administering the Vocational Rehabilitation Program in accordance with Title I of the Rehabilitation Act, and the CNMI Commonwealth Healthcare Corporation-Community Guidance Center (CHCC- CGC), the State agency responsible for administering behavioral health services.

II. STATEMENT OF PURPOSE

The purpose of this MOU is to encourage and enhance collaboration, coordination, and cooperation between OVR and CHCC- CGC with the objective of providing improved services to mutual consumers. Both OVR and CHCC- CGC believe that a closer and active working relationship will be mutually beneficial by serving as program resources for referrals, services, cost co-share, and technical assistance, including training and education for agency staff, consumers, family members, advocates, service providers, employers, and other pertinent stakeholders.

The active partnership between OVR and CHCC- CGC will be encouraged, developed, and strengthened as this MOU establishes the terms and conditions that will guide the partnership between the agencies and the collaborative framework for the agencies aimed at developing, expanding, and improving opportunities for competitive integrated employment for individuals with disabilities including those with mental health (MH) conditions.

III. PHILOSOPHY / GUIDING PRINCIPLES

It is the policy of the State that all programs, projects, and activities governed by this MOU shall be carried out in a manner consistent with the following philosophy and principles:

- (1) Disability is a natural part of the human experience and in no way diminishes the rights of individuals to live independently, enjoy self-determination, make informed choices and decisions, contribute to society, pursue meaningful careers, and enjoy full inclusion and integration in the economic, political, social, cultural, and educational mainstream of our Commonwealth.
- (2) Employment is a fundamental aspect of adult life for individuals with and without disabilities. It contributes to independence and economic self-sufficiency, provides a sense of purpose and self-esteem, and shapes who we are and how we fit into our community.
- (3) Individuals with disabilities, including those with the most significant disabilities, are capable of achieving high quality, competitive integrated employment when provided the necessary services and supports.
- (4) Youth with disabilities must receive the services, including training and other supports, they need to have meaningful opportunities to achieve employment outcomes in competitive integrated settings.
- (5) Implementation of programs, projects, and activities must be based on:
 - a. Person-centered planning
 - b. Respect for individual dignity, personal responsibility, self-determination, pursuit of meaningful careers, and informed choice;
 - c. Respect for the privacy, confidentiality, and rights of individuals, including the right to effective and meaningful access to services and information and data; and
 - d. Reliance on and pursuit of evidence-based best, promising, and emerging practices.
- (6) Service providers must be certified and their staff qualified to facilitate the achievement of competitive integrated employment outcomes.
- (7) State agencies must value and support individual and systemic advocacy and community involvement, including supporting the involvement of an individual's representative, if an individual with a disability requests, desires, or needs such support.

IV. AGENCY PROGRAM INFORMATION

A. Office of Vocational Rehabilitation

- (1) The mission of OVR is to increase employment and promote independence among eligible individuals with disabilities throughout the Commonwealth of the Northern Mariana Islands (CNMI). In so doing, OVR provides vocational rehabilitation services to eligible individuals with disabilities who meet eligibility criteria to prepare for, secure, or retain competitive employment within their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- (2) An applicant is eligible for vocational rehabilitation services if the individual:
 - (a) Is an individual with a disability; and
 - (b) Has a physical or mental impairment which for such individual constitutes or results in a substantial impediment to employment; and can benefit in terms of an employment outcome from vocational rehabilitation services; and
 - (c) Requires vocational rehabilitation services to prepare for, secure, or retain employment; and
 - (d) Has legal status to allow employment in the CNMI or U.S.
- (3) Vocational rehabilitation services are designed to lessen the impact, or eliminate entirely, the barriers to employment. Services include, but are not limited to: assessment for determining eligibility and vocational rehabilitation needs, vocational rehabilitation counseling and guidance, information and referral, physical and mental diagnosis and restoration services, vocational and other training services, job search/placement assistance/job retention services, supported employment services, post-employment services, rehabilitation/assistive technology, school-to-work transition services, etc. Services are individualized and provided in the context of an approved Individualized Plan for Employment (IPE). OVR consumers may be required to financially participate in their rehabilitation program.

B. Commonwealth Healthcare Corporation- Community Guidance Center

- (1) It is the vision of the Commonwealth Healthcare Corporation- Community Guidance Center that all CNMI residents fully integrate behavioral health and wellness in safe, resilient, drug-free homes and communities.
- (2) The CHCC- CGC is the primary state provider of mental health and substance abuse services for individuals residing in the CNMI.

- (3) Through collaboration and establishing interdependent relationships with other system providers, the CHCC- CGC is committed to providing quality mental health and substance abuse treatment and other therapeutic services to the multi-diverse population of the CNMI, as well as support services to families and friends, community outreach, prevention and education services, and referral assistance to other community resources.
- (4) The CHCC- CGC receives referrals for individuals in need of behavioral health services and provides follow up care when appropriate. The services available at the Commonwealth Healthcare Corporation- Community Guidance Center include, but are not limited to, treatment for trauma, depression, anxiety, substance abuse or dependence, anger issues, and severe and persistent mental health conditions.

V. AGENCY RESPONSIBILITIES

Mutual Responsibilities. Both OVR and CHCC- CGC shall:

- (1) Collaborate to define and clarify boundaries between the VR and CHCC- CGC programs to ensure the complimentary provision of employment services and to ease timely access for individuals with disabilities and work together so that definitions of services related to employment are compatible and understood by the providers.
- (2) Endeavor to fully integrate the parties' respective services so that service delivery is seamless.
- (3) Share relevant information for the purposes of integrated service delivery to mutual clients, with appropriate signed release from the client.
- (4) Attend staffing of mutual clients when necessary.
- (5) Work together to define the vocational goals and develop the IPE for VR services and the Individualized Service Plan (ISP) for CHCC- CGC services.
- (6) Respectively designate the VR Counselor and the behavioral health Case Worker to ensure effective communication, collaboration, coordination, and seamless development of services.

A. Office of Vocational Rehabilitation Responsibilities. The VR agency shall:

- (1) Serve all behavioral health consumers who are appropriately referred and who meet VR eligibility criteria, in accordance with the individual's IPE.
- (2) Refer consumers to community programs who provide benefits counseling services for individuals desiring employment.

- (3) Identify, support, and/or link to appropriate financial education and/or financial coaching to improve informed financial decision making, as needed.
- (4) Share progress reports with appropriate behavioral health service providers.

B. Commonwealth Healthcare Corporation- Community Guidance Center Responsibilities. The CHCC- CGC program shall:

- (1) Consistent with the individual's Individualized Service Plan (ISP) and assessment, require behavioral health service providers to integrate employment into behavioral health services as part of provider agreement and include all employment-related services in the individual's ISP.
- (2) Ensure that when an individual receiving VR services and behavioral health services completes the objectives of the VR employment portions of the IPE, the individual continues to receive from CHCC- CGC services based on the individual's person-centered plan and need to maintain successful employment for the life of the job and CHCC- CGC's assessment.

VI. AGENCY AGREEMENTS

A. Office of Vocational Rehabilitation

- (1) Receive appropriate CHCC- CGC referrals of individuals with disabilities determined ready to pursue meaningful employment;
- (2) Determine eligibility of all CHCC- CGC referrals for Vocational Rehabilitation services in a timely manner not to exceed 60 days after date of application;
- (3) Extend invitation for staff development, education, and training opportunities to CHCC- CGC staff, especially those education and training opportunities with topics relating to the provision of services to individuals with disabilities who may be eligible for OVR or CHCC- CGC programs and services;
- (4) Provide information and guidance to CHCC- CGC staff regarding OVR program policy and procedures, including regulations specific to accommodation and accessibility for individuals with disabilities;
- (5) Provide timely individualized vocational rehabilitation services to mutual consumers of OVR and CHCC- CGC in the context of an approved Individualized Plan for Employment (IPE). All services funded by OVR must be to help the consumer prepare

for, secure, or retain competitive employment in an integrated work setting. This will be determined on a case-by-case basis.

B. Commonwealth Healthcare Corporation- Community Guidance Center

- (1) Refer CHCC- CGC clients who are interested in preparing for, securing, or retaining employment to OVR for eligibility determination;
- (2) At the request of OVR and upon availability of resources, CHCC- CGC will conduct a biopsychosocial assessment to OVR applicant being referred to CHCC- CGC to aid in the timely processing of eligibility determination and IPE development, which is no later than 60 days after date of application for eligibility determination and no later than 60 days after date of eligibility for IPE development;
- (3) Provide and extend CHCC- CGC authorized assistance and services for mental health and substance abuse treatment to eligible OVR consumers as appropriate;
- (4) Provide OVR, where authorized under a written release of information from the CHCC- CGC client and in a timely manner, all relevant and current information, data, and documentation for OVR eligibility determination.
- (5) Extend invitation for staff development, education, and training opportunities to OVR staff, especially those education and training opportunities with topics relating to the provision of services to individuals with disabilities who concurrently qualify as OVR consumers and for CHCC- CGC services;
- (6) Consult with OVR about potential rehabilitation or mental health/substance abuse service required by a CHCC- CGC client/OVR consumer and secure OVR approval (e.g., via approved IPE and A/S) prior to implementing services, if services are expected to be funded by OVR.

VII. INTERAGENCY PLANNING AND POLICY DEVELOPMENT

Consistent with the purposes and guiding principles of this MOU, the parties adopt the following interagency planning and policy development strategies:

- (1) Engage in periodic systemic strategic planning, troubleshooting, consultation, and technical assistance to ensure successful implementation of this MOU, including, among other things:

- Systems Development, including review of existing services and identification of needed services, promote the use of evidence-based practices and promising approaches, invite stakeholder to be involved.
 - Coordination of Services, including identification of cross-training opportunities and opportunities for collaboration; create a more aligned VR and behavioral health service delivery system; and inform consumers of the differences between State VR agency services and services provided by the behavioral health program.
 - Maximization of Resources, including pursuing funding opportunities from all Federal, State, and local sources and the braiding of resources to increase competitive integrated employment outcomes.
 - Quality Assurance, including collaborate on quality assurance reviews of service providers, and stay current with evidence-based practices and promising approaches available to support employment and disseminate that information to providers and consumers.
 - Stakeholders Involvement, including consumers, families, employers, service providers, and other stakeholders to be involved in the system development process and share areas of expertise and concerns, as part of a process of feedback that leads to continuous quality improvement.
- (2) Establish a VR-behavioral health steering committee which shall meet at least quarterly, discuss, among other things, policy and procedural issues relative to customer flow, program services, financing (including blending and braiding of funding), best practices, and exchange of information.
 - (3) Identify a program liaison who will be the lead person to coordinate joint efforts in the areas of, among other things, communication, quality assurance, training, coordination of services, and policies and procedures.
 - (4) Maintain active representation on the steering committee established by the parties to this MOU to provide advice and share expertise regarding practices to enhance opportunities for competitive integrated employment.
 - (5) Ensure that any meeting, conference, or seminar held pursuant to this MOU will be accessible to persons with disabilities pursuant to all applicable laws and their implementing regulations.

VIII. ELIGIBILITY AND REFERRALS

A. Mutual Roles and Responsibilities. The parties to this MOU shall:

- (1) Establish eligibility process for each applicant who is jointly eligible for VR services and behavioral health services.
- (2) Establish standardized procedures forms for referral to initiate services between parties to this MOU.
- (3) Support consumer's informed choice regarding employment services, such as type of service requested and who will provide the services.

B. Office of Vocational Rehabilitation. The VR agency shall:

- (1) Ensure that individuals with disabilities meet the basic eligibility criteria for VR services, consistent with the Rehabilitation Act and its implementing regulations.
- (2) Receive/accept and process referrals of MH individuals and determine eligibility for VR services within 60 days of the application date, unless OVR and the individual agree to an extension.
- (3) At the time of referral, document whether or not the individual is receiving MH services or is on the waiting list and will obtain release of information forms from each party.
- (4) Assist, as appropriate, in making a referral to the CHCC- CGC.
- (5) Provide consumer with options when developing the Individualized Plan for Employment (IPE):
 - a. Option 1 – Consumer develops the IPE with the VR counselor
 - b. Option 2 – Consumer develops the IPE with their parent, guardian, or authorized representative
 - c. Option 3 – Consumer develops the IPE with other suitable professional(s) and informed advisor(s)

C. Commonwealth Healthcare Corporation- Community Guidance Center. The CHCC- CGC program shall:

- (1) Ensure that the individual meets CHCC- CGC program eligibility criteria.
- (2) Refer to OVR individuals with disabilities who desire to seek competitive integrated employment, including those receiving Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI).

- (3) Encourage employees, agents, and contracted behavioral health providers to refer behavioral health individuals who desire to seek competitive integrated employment to OVR.
- (4) Assist in connecting behavioral health individuals with OVR who miss VR intake application appointments.
- (5) Send the referral to OVR with case information needed to determine VR eligibility, which will include a signed release by the referred individual and diagnostic information signed by the appropriate practitioner. CHCC- CGC will disclose only information that is required for provision of VR services.
- (6) Provide other information to OVR, including any required release of information, the current individualized behavioral health plan, and any other assessment information that may support eligibility determination for VR services and the development of the Individualized Plan for Employment (IPE).

IX. TRAINING AND TECHNICAL ASSISTANCE

The parties to this MOU shall:

- (1) Provide and/or coordinate training and technical assistance and support as a matter of routine or as requested to consumers, family members, advocates, case workers, VR counselors, service providers, agency staff, other State agency staff, and the general public regarding policies, practices, and procedures related to competitive integrated employment.
- (2) Work together to build capacity within community-based agencies to provide quality employment services throughout the State by making available to providers training, technical assistance, and on-site review and consultation.
- (3) Adopt methods for information exchange, including sharing of current research findings and exchange of professional literature on an ongoing basis and distributing professional training opportunities on a regular basis.
- (4) Collaborate on the provision of ongoing joint staff training or cross training of staff to ensure operational activities continue to meet the needs of the parties involved.
- (5) Stay current with best practices and promising approaches available to support competitive integrated employment and disseminate that information to relevant stakeholders including providers and consumers.

- (6) Work together to increase business engagement through best practices and shared resources.

X. RELEASE OF INFORMATION / CONFIDENTIALITY OF INFORMATION

A. Release of Information

The parties to this MOU shall:

- (1) Adopt and implement written policies and procedures regarding the protection, use, and release of all personal information, including photographs and lists of names. Upon receiving the informed written consent of the individual, or if appropriate, the individual's representative, the parties to this MOU may release personal information to the other agency in accordance with the written agreement for its program purposes, only to the extent that the information may be released to the involved individual or the individual's representative and only to the extent that the other agency demonstrates that the information requested is necessary for its program.
- (2) Agree to obtain written consent from the client or authorized representative for the release of information to any individual or entity not associated with the administration of the program.
- (3) Share relevant information for the purposes of integrated service delivery to mutual clients, with appropriate signed release from the client in accordance with the written agreement.

The VR agency shall:

- (1) Obtain a signed authorization for release of information from each individual being referred by OVR to CHCC- CGC and share only information that is required for provision of employment-related services.
- (2) At the time of referral, document whether or not the individual is receiving behavioral health services or is on the waiting list and will obtain the release of information forms – one from CHCC- CGC and another from OVR.

The CHCC- CGC program shall:

- (1) With a signed release from the individual, provide any available records relevant to determining eligibility for VR services, upon request.

- (2) Obtain a signed authorization for release of information from each individual referred to OVR for services and share pertinent information with the VR counselor but will not disclose information that is not required for the provision of VR services.

B. Confidentiality of Information

The parties to this MOU shall:

- (1) Cooperate and collaborate in all respects in the performance of this MOU, including sharing individual and service provider information. To the extent that any of such information is confidential pursuant to any Federal, State or local statute or regulation, the party receiving that information shall ensure its continued confidentiality and use of such information only for the purposes set forth in this MOU.
- (2) Protect confidential information and records and shall not release any confidential information or records to any other third party without the express written authorization of the client. Both parties shall comply with State and Federal rules, regulations, and laws protecting the confidentiality of information.

XI. CONFLICT RESOLUTION

OVR and CHCC- CGC agency staff designated as key contact for each respective agency will be responsible for monitoring and evaluating the implementation of the practices and procedures described in this MOU. It is expected that these key contacts will gather information and propose solutions to problems encountered in the implementation of this MOU. If a solution cannot be reached, or if the solution needs administrative or financial resources beyond the scope of their responsibility, the matter will be referred to the Director of OVR and the CEO of the CHCC for resolution.

This MOU recognizes that each party has its own administrative mechanisms for the timely resolution of internal disputes and that each party and its respective staff has specific responsibilities and operating procedures governed by appropriate Federal and State laws, rules, and policies. Further, this MOU shall not be interpreted to limit, supersede, or otherwise affect either party's normal operations or decisions in carrying out its mission.

XII. TERM OF AGREEMENT

This MOU becomes effective upon the signatures of the duly authorized representatives of OVR and CHCC- CGC. This agreement may be amended or modified at any time by mutual consent. OVR and CHCC- CGC, through their expenditure authorities, reserve the right to terminate this MOU at any time, upon thirty (30) days written notice to the other party at the addresses provided herein. Unless there is written notice to terminate this MOU, it will automatically renew annually.

If any provision of this MOU is held invalid, the remainder of this MOU shall remain in full force and effect, so long as the purpose of this MOU can be continued.

XIII. SIGNATURES

The terms of this MOU are accepted by the parties to this agreement. Persons signing below are expressly authorized to obligate the agencies to the terms of this MOU. The undersigned parties bind themselves to the faithful execution of this MOU.



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6/17/2020

Date



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