JOINT STATEMENT OF PRINCIPLES OF COOPERATION BETWEEN THE VETERANS AFFAIRS REGIONAL OFFICE AND IOWA VOCATIONAL REHABILITATION SERVICES

I. PURPOSE

This statement sets forth the provisions of a Joint Statement of Principles of Cooperation between Iowa Vocational Rehabilitation Services, the Veterans Affairs Regional Office, Des Moines, IA.

II. SCOPE AND OBJECTIVES

A. This statement outlines responsibilities for personnel providing rehabilitation and independent living services to persons with disabilities, or administering staff training related to such services through programs administered in accordance with federal laws by the following agencies:
   1) Iowa Vocational Rehabilitation Services
   2) Vocational Rehabilitation and Employment Division of the Veterans Affairs Regional Office, Des Moines, IA.

B. This statement sets forth broad principles which are intended to guide staff of Iowa Vocational Rehabilitation Services (IVRS), and Veterans Affairs Regional Office , Vocational Rehabilitation and Employment Division (VR&E), in establishing relationships for providing rehabilitation services authorized by law to eligible persons, with a minimum of expense or duplication of effort. In applying these principles, it will be incumbent on personnel of each agency to have knowledge and understanding of types of benefits provided by the other and the basic eligibility requirements for each so that prompt and appropriate referral may be made when a veteran applies at one agency for benefits which should be provided by the other.

III. REFERRAL OF VETERANS AND/OR DEPENDENTS

A. IVRS will refer applicants who are veterans to VA for specific information with respect to their rights and benefits under the laws administered by the U.S. Department of Veterans Affairs. The availability of rehabilitation services under applicable laws administered by VA is to be considered when providing benefits to veterans with disabilities.

B. VA personnel will offer veterans with disabilities referral to IVRS offices for benefits related to vocational rehabilitation. When a veteran is not entitled to VA services, but has the ability to work, he/she will be advised of the availability of services from IVRS. VA staff will make referrals to IVRS and will contact the appropriate IVRS office.

IV. EXCHANGE OF INFORMATION

A. The confidential nature of the information released shall be maintained by the cooperating agencies, and the information shall be used only for the purpose for which it was made available.

B. IVRS may request supplemental information to assist with the vocational rehabilitation of a veteran. Information shall be made available to the IVRS counselor within established limits of confidentiality. Copies of forms to be used for this purpose are attachments to this agreement.

C. Exchange of information shall be in accordance with applicable state/federal laws, regulations and policy and, where appropriate, will be accompanied by the written consent of the individual.

V. SERVICES TO VETERANS BY MORE THAN ONE AGENCY

A. VA and IVRS will collaborate to provide comprehensive services to eligible veterans with disabilities. Where possible, VA funds will be used to provide services. IVRS will use its resources to provide rehabilitation services where such VA eligibility does not exist.

B. VA and IVRS may provide complementary services and benefits when both agencies jointly determine such services are necessary for the individual's vocational rehabilitation or independent living.

C. Close collaboration should be maintained between appropriate staff in both agencies in cases of veterans who are not eligible for services under laws administered by the VA or who need other types of rehabilitation services available under IVRS.

D. VA and IVRS will develop complimentary employment plans and work together toward common goals.

VI. PUBLICATIONS AND STAFF DEVELOPMENT

A. In order to increase understanding of services rendered and methods and techniques developed for the rehabilitation of persons with disabilities by any of the cooperating agencies, it will be the policy of the cooperating agencies to make available information, releases, publications, procedural manuals and instructions of mutual interest.

B. Both agencies agree to provide training to appropriate staff regarding the rehabilitation services available and referral procedures.

C. Both agencies agree to inform each other of training or staff development programs for rehabilitation personnel and will invite designated representatives to attend such programs, workshops or conferences.

D. Both agencies agree to collaborate in research projects that may benefit rehabilitation outcomes for persons with disabilities.

VII. JOB PLACEMENT AND EMPLOYER RELATIONSHIPS

VA personnel and IVRS staff will collaborate in planning employment activities, and share information concerning employer hiring practices, employment trends and opportunities.

VIII. SELF-EMPLOYMENT PROGRAMS

When a self-employment vocational goal is being explored, VA and IVRS agree to refer potentially eligible veterans to each respective agency and agree to coordinate services. IVRS agrees to make self-employment workshops available to veterans served by VA and VA agrees to coordinate with appropriate IVRS staff. Both agencies agree that the self-employment process involves a series of steps and assessments including individual assessment and orientation, feasibility assessment of the business concept, development of a business plan, completion of an approval process, and ongoing technical assistance and monitoring.

IX. INDEPENDENT LIVING

IVRS and VA agree to work together to deliver independent living services to eligible veterans. VA and IVRS agree to refer potentially eligible veterans to each respective agency and agree to coordinate services.

X. KEY LIAISON PEOPLE

IVRS and the VA will designate a staff member as the contact person with the other agency. Each designee will be available to the staff of the other agency to facilitate clarification and/or resolution of pertinent issues.

XI. IMPLEMENTATION

IVRS and VA agree to work cooperatively to implement this agreement. We agree to meet periodically to review the agreement, communicate changes, and resolve issues in accordance to these principles of cooperation.

Steven Wooderson, Administrator, Iowa Vocational Rehabilitation Services

Jack P. Hackett VR&E Officer

Chapter 31 Participants' Authorization for Release of Information

Name of Veteran/Soldier: _____

Maiden or Previous Name(s): _____

Birth date: _____ Social Security Number: _____-_____-_____

I. AUTHORIZATION FOR RELEASE OF INFORMATION

The undersigned hereby authorizes VA Vocational Rehabilitation and Employment to disclose and deliver to VA Medical Centers, U.S. Dept. of Labor, US Department of the Army, Defense, CWTCU, Iowa Workforce Development Centers, Iowa Department of Vocational Rehabilitation Services, VA VET Success web site, employers, schools, training programs and case managers, contractors or designated service providers to whom you are assigned, as well as your specific service organization, hereinafter referred to as "Recipient," the following information relating to the above named client:

(A) Any and all information EXCEPT substance abuse (drug or alcohol), mental health, and AIDS or Sickle Cell Anemia-related information which must be specifically authorized in section III below to be released; OR INSTEAD

(B) ____ [CHECK ONLY IF APPLICABLE] ONLY the following information:

_____

_____

It is my understanding that the information being disclosed may be used only for legal purposes relating to the Vocational Rehabilitation program of the above named client. The VA will use personal data for lawful purposes only. Access to any personal data will be limited to those individuals within VA with an official need for the data.

II. REDISCLOSURE

Iowa and/or federal law provides that I have a right to prohibit redisclosure of confidential information and further disclosure may not be had without my express written authorization, as indicated below.

I further understand that the Recipient, WITHOUT FURTHER AUTHORIZATION, may redisclose said information to:

_____

_____

I SPECIFICALLY AUTHORIZE AND CONSENT TO ANY SAID DISCLOSURE AND REDISCLOSURE.

Federal and/or State law specifically require that any disclosure or redisclosure of substance abuse, alcohol or drug, mental health, AIDS-related, or Sickle Cell Anemia-related information must be accompanied by the following written statement:

This information has been disclosed to you from records protected by Federal confidentiality laws 38 U.S.C. 7332. The federal laws prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 38 U.S.C 7332. A general authorization for the release of medical or other

information is NOT sufficient for this purpose. The Federal laws restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

See also Chapter 228 of the Iowa Code and Section 141A.9 of the Iowa Code and other applicable laws.

III. SPECIFIC AUTHORIZATION FOR RELEASE OF INFORMATION PROTECTED BY STATE OR FEDERAL LAW

I acknowledge that information to be released may include material that is protected by Federal and/or Iowa law applicable to substance abuse, AIDS-related information, and/or Sickle Cell Anemia-related information.

I SPECIFICALLY AUTHORIZE the release of confidential information relating to :

{Place initials in ALL applicable boxes for EACH authorization. If you wish to decline release of this information, write NO by those boxes.}

[ ] Substance Abuse (Drug or Alcohol) Information;

[ ] Mental Health;

[ ] AIDS-related Information, Diagnosis, and test results;

[ ] Sickle Cell Anemia-related information.

Furthermore, I SPECIFICALLY AUTHORIZE disclosure and re-disclosure of this confidential information to all of the persons referred to in section II above.

In order for the above information to be released, you must sign here AND at the end of this form.

_____	_____	_____
Signature of Veteran or Legal Guardian	Date	Relationship, if NOT the veteran

I understand that I have a right to inspect the disclosed information at any time.

This Authorization is effective from the signed date until my rehabilitation program ends. I understand that I may revoke this Authorization at any time, except to the extent that action has already been taken in reliance upon it, by giving written notice to VA Vocational Rehabilitation and Employment Service.

A photocopy, or exact reproduction of this signed Authorization shall have the same force and effect as this original.

I hereby authorize the release of information as indicated above. I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT.

_____	
Signature of Veteran or Legal Guardian	Date of Signing

_____		
Street Address	City, State, Zip Code	Relationship, if NOT the Veteran