

**MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF SOCIAL SERVICES
Office of The Secretary
AND
LOUISIANA ASSISTIVE TECHNOLOGY ACCESS NETWORK**

This Memorandum of Understanding (MOU) is entered into by the Department of Social Services (DSS), and the Louisiana Assistive Technology Access Network (LATAN).

I. Background

State run shelters used to evacuate Louisiana residents during a time of emergency need to be prepared to provide elderly and evacuees with disabilities with assistive technology needed for them to remain as independent as possible while in the shelter.

II. Liaison Officials

DSS Officials

The primary point of contact who shall function as the lead liaison for all implementation of services described in this Memorandum of Understanding (MOU) agreement is: Rosemary Yesso, Louisiana Rehabilitation Services Bureau Administrator

The secondary point of contact who shall serve as a secondary liaison regarding implementation of services described in this Memorandum of Understanding (MOU) agreement is: Marsha Blackmon, Louisiana Rehabilitation Services Program Manager

LATAN Officials

The primary point of contact who shall function as the lead liaison for all implementation of services described in this Memorandum of Understanding (MOU) agreement is: Jamie Karam, Program Director

The secondary point of contact who shall serve as a secondary liaison regarding implementation of services described in this Memorandum of Understanding (MOU) agreement is: Julie Nesbit, President and CEO

III. Purpose

The purpose of this agreement is to assist evacuees at DSS shelters who are in need of Assistive Technology to remain as independent as possible during emergency sheltering.

IV. Statement of Work/Responsibilities

A. LATAN Responsibilities

- Pre-stage Assistive Technology devices at the DSS shelters for use in emergencies by evacuees with disabilities as funding and space allow
- Assistive Technology devices that will be pre-staged include, but are not limited to, such devices as follows:
 - Manual wheelchairs
 - Transport wheelchairs
 - Walkers
 - Canes, regular and quad
 - Reading Glasses
 - Seat Cushions
 - Shower Chairs
 - Portable Ramp
 - Telecommunication Device for the Deaf (TDD)
 - Communication Board
 - Handheld Video Magnifier
- Perform annual inventory of all assistive devices owned by LATAN at DSS shelters
- Attach identification stickers on LATAN Assistive Technology devices
- Provide training to DSS and subcontracted shelter personnel on the use of standard Durable Medical Equipment and Assistive Technology devices that may be used in shelters

B. DSS Responsibilities

- DSS will provide pre-staging storage space for this equipment
- DSS will provide monthly data to LATAN on the use of devices provided by LATAN
- DSS will ensure that all subcontractors for emergency shelters will have knowledge of Assistive Technology devices and of LATAN services so that referrals can be made
- DSS will help LATAN coordinate training on device usage to DSS and subcontracted personnel
- DSS and subcontractors shall sign an indemnification agreement that holds harmless LATAN of any and all liability resulting from the use of this equipment

All Assistive Technology devices provided by LATAN shall remain the property of LATAN and will be assigned at the discretion of DSS for use by evacuees with disabilities during emergency sheltering.

V. Confidentiality Statement

DSS and LATAN shall abide by the Federal and State laws and regulations concerning confidentiality which safeguard information and the

participant's confidentiality (LA. R.S. 46:56 *and any other pertinent citations to state law or regulations*). DSS and LATAN will further abide by all Federal and State laws and regulations as it relates to data sharing of pertinent information for performance accountability and program evaluation purposes.

VI. Modifications or Amendments

Any alterations, variations, modifications or waiver of provisions of this MOU shall be valid only when reduced in writing, duly signed and attached to the original of this MOU. Any amendment to this MOU shall not be valid until it has been executed by the Secretary of DSS and LATAN.

VII. TERM OF MOU

The effective date of this MOU is May, 2009 and will terminate on December, 2009.

VIII. Termination

Both parties agree to give at least thirty (30) days' written notice to the other if it becomes necessary to terminate this MOU. The MOU can be immediately terminated by either party if it is determined by either of the co-signers of this MOU that any provision of this MOU cannot be fulfilled because of legal or regulatory reasons.

IX. Execution

For the faithful performance of the terms of this MOU, the parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions herein. This MOU has been made and executed by the parties in duplicate.

Approved:

Louisiana Department of Social
Services (DSS)

Louisiana Assistive Technology Access
Network (LATAN)

Kristy Nichols
Secretary, DSS

Julie Nesbit
LATAN President & CEO