

MEMORANDUM OF UNDERSTANDING

1. INTRODUCTION

The purpose of this Memorandum of Understanding is to define the terms of ownership for the purchase and/or loan of technical aids and devices through the Individualized Employability Assistance for People with Disabilities (EAPD) Training Fund.

2. BACKGROUND

Technical Aids, Devices, Special or Adaptive Equipment are those specialized resources that may assist by aiding a participant in the removal of a barrier to training and/or employment.

3. DEFINITIONS

In this memorandum of understanding, the following list of examples form the definition for denoting items which have been funded under EAPD.

- (a) adaptations to wheelchairs or specialized wheelchairs;
- (b) tactile reading devices;
- (c) optical character readers - audio, Braille, tactile;
- (d) computers and related personal access systems;
- (e) closed circuit and television readers;
- (f) print to Braille and Braille to print hardware and software;
- (g) audio/video recording devices;
- (h) keyboards and calculators to meet specific disability needs;
- (i) telephone devices for the deaf;
- (j) communication devices; and
- (k) orthotic devices.

4. STATEMENT OF PRINCIPLE

Any equipment that is purchased with 75 percent of funding from EAPD is owned by the Program until the participant has clearly demonstrated an ability to use the equipment, and has established an ongoing vocational or employment related use or requirement for the equipment.

5. THE ROLE OF THE REGION/AGENCY

The sponsoring Region or Agency's role is to:

- (a) Ensure all funding requests totalling more than **\$1,000.00** are supported with price quotations from three suppliers, unless there is only one or two known suppliers.
- (b) **Where specialized computer equipment is required, as in the case of Vision Lost Rehabilitation Manitoba, and a supplier has been identified whose product is comparable in price to other suppliers, but who can offer more expertise, support and a complete package product for this specialized equipment, then more than one cost estimate may not be required. Price quotations from other suppliers should be obtained annually to ensure the prices offered by the exclusive supplier continue to remain competitive.**
- (c) Verify invoices or bills submitted by suppliers/participants against authorized limits and initiate the bill payment process.
- (d) Prioritize approvals for rental or leasing arrangements, where it is anticipated that there will not be an ongoing need for equipment, or where there is uncertainty as to the appropriateness of the equipment.
- (e) Maintain an inventory of participant purchased equipment, including serial number identification, for recovery purposes in the event the participant does not complete his/her Vocational Training plan.
- (f) Should equipment upgrades be required throughout the course of the Vocational Training plan, recover older equipment from the participant for use within the Program.
- (g) Finalizes ownership of equipment with the participant, once the participant has completed the Vocational Training plan.

6. THE ROLE OF THE PARTICIPANT

The participant is responsible for:

- (a) Ensuring all requests totalling more than **\$1,000.00** are supported with price quotations from three suppliers, unless there is only one or two known suppliers.
- (b) Ensuring invoices or bills are within approved limits and are provided to the sponsoring Region/Agency for expenditure verification.
- (c) Renting or leasing equipment where it is anticipated that there will not be an ongoing need for the equipment, or where there is uncertainty as to the appropriateness of the equipment.

The participant will own the equipment upon completion of the Vocational Training plan for which the equipment was required or purchased provided:

- (a) the training/employment period lasts a minimum of three months; and
- (b) the participant can demonstrate an ability to use the equipment and has an ongoing employment related need for the equipment.

7. TERMS OF AGREEMENT FOR LOAN OF EQUIPMENT

This Agreement made between:

The Province of Manitoba (hereinafter called the "Province")

Of The First Part

and

(hereinafter called the "Recipient")

Of The Second Part

NOW THEREFORE the Parties agree as follows:

- 1. The Province agrees to loan to the recipient on the _____ day of _____ the equipment described below:
Serial Number: _____
- 2. The recipient shall forthwith when requested to do so, return to the Province the equipment loaned to him/her under the terms of this Agreement if the recipient no longer requires it to obtain/maintain employment or to participate in employability assistance programs. Furthermore the Recipient agrees that the Province shall have the sole right to determine when the equipment is no longer required for the purposes described herein.
- 3. The Recipient agrees to immediately advise the Province of any loss or damage to the equipment provided under the terms hereof.

IN WITNESS whereof the Parties have executed this Agreement on the ___ day _____, 20__.

PROVINCE OF MANITOBA

Per: _____

RECIPIENT _____

WITNESS _____