

Office of Vocational Rehabilitation
Community Based Work Transition Program
2013-14 Third Party Cooperative Agreement

This agreement made this 8th day of July, 2013, by and between the **Kentucky Office of Vocational Rehabilitation** at 275 East Main Street, Frankfort, Kentucky 40621 (herein after referred to as “OVR”), and

McCracken County Schools

(Name of local education authority)

435 Burger Road, Paducah, KY 42003

(Address of local education authority)

(herein after referred to as the “LEA” or “Contractor”) is done so with the intent of furthering the collaborative efforts between the parties and memorialized in the *State Interagency Cooperative Agreement Between the Kentucky Office of Vocational Rehabilitation and the Kentucky Department of Education* Division of Learning Services, Office of Next-Generation Learners as mandated in the Rehabilitation Act Amendments of 1998, Title IV to the Workforce Investment Act of 1998, 29 U.S.C. § 701 et seq. (herein after referred to as the Rehabilitation Act Amendments) and the specific implementing regulation at 34 CFR 361.28 for the benefit of transition age students who are determined eligible (herein after referred to as eligible students) for the Community Based Work Transition Program (herein after referred to as “CBWTP”).

I. Purpose

To define the basic tenets of the CBWTP as well as delineate and clarify the rights and responsibilities of OVR and the LEA for jointly implementing and carrying out the CBWTP.

II. Service Description

The CBWTP is designed to assist OVR eligible students with significant disabilities, who have identified work as a desired post-school outcome and have demonstrated a need for job coaching services, to transition from high school to employment. It utilizes the unique services of a student employment coordinator (herein after referred to as the “SEC”) to provide evaluation, community exploration, community job development, onsite individualized job training, community job placement assistance, career assessment, community resource awareness and advocacy, and post-school follow-up services. In accordance with the Rehabilitation Act Amendments and the specific implementing regulation 34 CFR 361.28 these services shall only be available to individuals who are determined eligible for OVR services. Each service provided will have a vocational rehabilitation focus and shall not supplant any school based instructional programs deemed the responsibility of the LEA. The goal of this program and all services provided by this

program is competitive employment. Competitive employment means (i) in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting; and (ii) for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled.

The CBWTP is designed for eligible students within two (2) years of exiting school who, because of their specific disability and functional limitations require a community based vocational service, including the assistance of an SEC in order to obtain and maintain employment. In order to meet the individual needs of the students, each student is allotted a maximum of \$5,200 of CBWTP billable services for the purpose of evaluation and job placement activities. All services provided are individualized and shall be billed accordingly. Each school will submit an estimated budget proposal of all services needed for students referred to the program during the year.

The breakdown and order of available services to meet the individual needs of the students is:

Initial Planning Meeting:

Once the OVR counselor has determined the student eligible for general OVR services, then determines their individual need for the CBWTP, a referral for an Initial Planning Meeting is set. During this meeting, the OVR counselor, the student, school personnel, family members, and SEC, will plan unique, vocationally relevant activities for the upcoming year based on the students initial expressed interests. This meeting will provide guidance to the SEC on the goals of the upcoming year of the students program and the expectations of the OVR counselor on how the SEC will assist the student in preparing for competitive work. The meeting will clarify the anticipation of weekly individualized career exploration and ongoing skills assessment and training. The SEC is to work individually, on a weekly basis with the student and record the hours and activities on the monthly progress notes. Will generally be conducted during the first month of the student's junior year.

Vocational Evaluation & Exploration:

Monthly progress notes shall be submitted for payment to the OVR counselor listing each community based activities of that month, job site reviews, an ongoing skills assessment, and plans for the upcoming month of goals, activities and strategies the SEC will utilize next no later than the fifth of the subsequent month. Although the exact numbers of hours of direct services needed are to be individualized based on the student's unique needs and payments are made solely on an outcome basis, it is anticipated that most students will require an estimated 8-10 hours per month of individualized services. Students who do not need this level of direct services may benefit from other transition services that are not so intensive and their participation in the CBWTP may at any time be reevaluated. The SEC is to fully document all activities on the Monthly Exploration Report.

Most students will require ten months of this service in their junior year. However, fewer may be provided if the goals are met and the student is ready to progress to training

services. No student may receive more than ten months of vocational evaluation & exploration services and training services combined in one school year.

Career Assessment:

Utilizing the monthly activities, assessments and guidance, a Career Assessment shall be conducted by the SEC with the purpose of determining an eligible student's unique strengths, resources, priorities, concerns, abilities, capabilities, and interests as they relate to employment in order to determine an appropriate vocational goal. Most students will require a full year of monthly assessment activities but the exact number should be tailored to the individual needs of the student. This Assessment should be completed within 30 days of the student's successful completion of vocational evaluation and exploration services and must be submitted prior to the student beginning training services.

IPE Planning Meeting:

Once a vocational goal is determined, an Individualized Plan for Employment (IPE) shall be written by the OVR counselor and appropriately signed by the student and/or parent/guardian, for the purpose of identifying services required to attain a successful employment outcome. The IPE meeting shall include a review of the Career Assessment and the SEC will be available for input. During this meeting plans and the expectations for the remainder of the CBWTP will be discussed defining the steps the SEC should take to ensure the student's future employment success.

Training Services:

For students ready to enter the Training phase after writing the IPE, the SEC will implement the plan and submit for payment monthly training services reports regarding each of the student's unique community based training activities, job site reviews, weekly activities and subsequent plans for the next month's activities based on the vocational goal of the student. No student may receive more than ten months of vocational evaluation & exploration services and training services combined in one school year.

Exit Interview Meeting:

The SEC will conduct an Exit Interview meeting with the student and OVR counselor; a subsequent report will be provided to OVR for payment. This meeting should review the past two years of employment related activities and plans for the future beyond high school discussed. Adult service agency providers that address the unique needs for the individual (for instance, independent living and/or benefits planning) should also be considered for participation during this meeting. This meeting should take place within the final quarter of the student's time in high school.

Job Placement:

A Job Placement Report will be written and submitted for payment once the student is working in a position that meets the guidelines and vocational goal of the IPE, the natural supports of the position allow for the SEC to pull out of the job site, and the position satisfies the student. The job placement must occur prior to the student exiting high school, with the student competitively employed, stable and in good standing on the job

site. The Report is submitted once the student exits high school and monthly progress notes cannot be submitted for payment once the Job Placement is paid.

Employment Follow-up:

OVR will pay for Employment Follow-up Services if the SEC provides an updated report on the student’s current job placement and the student has remained stable and in good standing with their employer. Should the student not attain employment that meets the guidelines above prior to exiting high school the LEA is no longer eligible for the Follow-up payment and an Adult Agency provider should be referred for continuing services post high school. Since the requirements for payment are 60 days of successful employment after training services are completed, generally, this goal is not accomplished until after the student exits the school system and into the next fiscal year. **The service must be preauthorized before June 30.**

In summary, upon OVR determining eligibility, the progression for most students is:

First Year	Second Year
Initial Planning Meeting	Monthly Progress Notes: Up to ten months of Training Services
Monthly Progress Notes: Up to ten months of Vocational Evaluation & Exploration	Exit Interview Meeting
Career Assessment	Job Placement
IPE Planning Meeting	Employment Follow-up

However, any combination of allowable services may be provided upon agreement of the student, guardian as appropriate; counselor and job coach as long as the total cost of services for all students do not exceed the Agreement amount.

The OVR counselor will pre-authorize all services determined to be necessary through the CMS payment system as the services are needed. OVR reserves the right to return monthly progress notes prior to payment if more information is requested by the counselor, information provided on activities were deemed not vocationally relevant or appropriate, or determines a lack of sufficient weekly activity with the student. Technical assistance should be provided to the schools if this occurs.

For OVR purposes, a successful transition to employment will be considered when the student has maintained a competitive employment placement consistent with the individual’s strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice in the most integrated setting at minimum wage or above for a minimum of sixty (60) days after exiting school.

Exceptions or changes to the program may be necessary in extenuating circumstances and may be made if substantial documentation is provided and approval in writing is submitted by the OVR Plan Administrator or Program Director.

III. Rights and Responsibilities

The LEA agrees to:

1. Provide OVR with 25% of Total Anticipated Actual Program Cost. Matching funds must be state or local funds and must not have been used by the school to match other federal funds. For the period of this agreement, 7/1/13 to 6/30/14, the anticipated match portion is \$7,800.00.
2. Adhere to all third party cooperative agreements, Federal guidelines and restrictions for participation in the Program.
3. Complete and submit the appropriate CBWTP application and budget worksheet per LEA to OVR on an annual basis. LEA will sign the Agreement for Services, annually, upon approval of budget and application.
4. Hire an SEC(s), who will follow the requirements of the program and the spirit of its intent, with the following minimum requirements for employment:
 - a. High school education or equivalent;
 - b. Minimum two years experience working with individuals with disabilities;
 - c. Significant knowledge of jobs in the community;
 - d. Good written and oral communication skills.
5. Assign one Special Education teacher or liaison as the lead contact person in charge to directly assist OVR staff with implementation of the CBWTP.
6. Allow OVR counselor assigned to school and/or HDI staff member to be a part of interview team when SEC positions need to be filled.
7. Ensure that the SEC and other school staff involved in the CBWTP attend annual mandatory trainings as provided by the Human Development Institute at the University of Kentucky (herein after referred to as HDI) and are appropriately trained on the most current, approved methods of service delivery as described in the CBWTP Operations Manual (herein after referred to as the Manual).
8. Ensure that each CBWTP Contact and SEC identified on the annual CBWTP application shall be allowed release time in order that they may attend mandatory scheduled trainings.
9. Refer appropriate individuals in accordance with their Individualized Education Program goals and only those that have identified work as a desired post-school outcome and have demonstrated a need for job coaching services.
10. Provide the following individualized services to students as described in the Manual and as approved by the OVR counselor:
 - a. Initial planning meeting to start process
 - b. Weekly vocationally relevant and community based activities
 - c. Monthly community exploration and onsite, individualized job training
 - d. Career Assessment
 - e. Job development
 - f. Job placement assistance/training
 - g. Exit meeting to review post school needs

- h. Post-school Follow-up (to ensure 60 days successful employment upon exiting school)
- 11. Ensure compliance with state regulations and federal requirements from the Department of Labor regarding student wages.
- 12. Ensure that the SEC completes and submits all required documentation to OVR [see #8 under OVR below] and as described in the Manual verifying the delivery of services. Required documentation shall include:
 - a. Monthly progress notes accurately accounting of services provided and maintaining supporting documents such as the required CBWTP tracking sheets.
 - b. Initial Planning Meeting, Individualized Career Assessment, Exit Interview Meeting, Job Placement, and Follow-up as these services are provided.
- 13. Ensure that services billed for are submitted on the appropriate billing form as described in the Manual, to the OVR counselor by the 5th of each month with supporting signatures and documentation attached (see #10 above).
- 14. Meet or exceed yearly positive employment outcome goals as described in the Manual. Target goal for the CBWTP is equivalent to 50% of the students exiting during the previous program year.
- 15. Actively partner with HDI to develop and implement Support Plans or Performance Improvement plans, if necessary, and timetables to address individual program needs should the yearly Target goal not be met or quality of services require improvement.
- 16. Demonstrate progress towards meeting the goals of Support Plans or Performance Improvement plans within the designated timetables.
- 17. Allow HDI access to provide individual program evaluations, program audits and technical support as necessary.
- 18. Ensure that the CBWTP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI no later than 6/30.
- 19. Repay overages within 30 days of notification and going into overpayment status.
- 20. Adjust Match funds when services to students exceed the anticipated services.

OVR agrees to:

- 1. Provide up to 75% of the CBWTP Total Actual Program Cost, based on the yearly participant service costs calculated on the attached Budget Worksheet. Funding is conditional upon Federal grants and all guidelines for participation must be adhered to and enforced.
- 2. Refund overpayments within 30 days. Refund Match funds not utilized. Reconcile funds within 30 days of the end of the agreement period.
- 3. Provide administrative supervision of SEC in cooperation with the LEA. A designated Program Administrator (PA) will ensure policies and procedures are maintained statewide. PA will make certain all parties involved with CBWTP are trained appropriately and support given where needed. PA will review

Agreement components during mandatory training on a yearly basis. PA will provide guidance and assistance to LEA and OVR staff. PA will ensure expenditures are appropriate, solely for OVR consumers deemed appropriate for the program.

4. Assign a minimum of one (1) counselor to each LEA participating in the CBWTP. Counselor will provide guidance to the SEC on developing an appropriate unique CBWTP for each student participating in program. Counselor will pre-authorize approved services and maintain all supporting documentation are received and approved prior to payment of requested funds.
5. Review referrals and determine student eligibility for general OVR services and then determines eligibility and appropriateness for CBWTP.
6. Meet with eligible students, their parents, the SEC and/or involved staff on a regular basis or as required to effectively plan and implement a successful transition program.
7. Provide guidance and support to the SEC in the provision of approved services, as well as feedback on labor market trends, necessary employment skill development, and disability related intervention strategies for the unique needs of the individual consumer in order to develop a customized program.
8. Review and pre-authorize all required services to be provided monthly.
9. Develop an Individualized Plan for Employment at the end of the vocational evaluation phase and upon receipt of the Career Assessment.
10. Provide services in accordance with the IPE.
11. Review required documentation of approved services provided by the SEC and reimburse the LEA at the individual established rate for satisfactory services, as determined by the OVR counselor on a timely basis.
12. Monitor program expenditures by counselors for services approved under this agreement.
13. Require assigned OVR counselors to attend mandatory CBWTP trainings provided by HDI.

IV. – Standard Terms and Conditions.

- A. Duration. This agreement becomes effective July 1, 2013 and will expire on June 30, 2014.
- B. Termination. Either party may cancel the contract or agreement at anytime for cause, or may cancel without cause on 30 days written notice.

In the event of termination of this Agreement, the LEA agrees to surrender at OVR's request all equipment and/or assets held by it that were purchased with federal funds pursuant to this Agreement. In connection with said termination, the LEA agrees that it will immediately comply with any request by OVR for invoices and receipts related to the purchase of said equipment and assets. OVR is not responsible for any expenditure past the end of this Agreement.

- C. Modifications or Amendments. Proposed amendments, modifications, or revisions to the Agreement may be made at any time but shall become effective only upon the written consent of each party.
- D. Choice of Law and Forum Provisions. All questions as to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.
- E. Access. The Contractor, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.
- F. Confidentiality. Personnel employed by OVR and the LEA assigned to provide cooperative services to participants with disabilities will have access to confidential information that has been provided through the appropriate legal procedures of the respective agencies. No information will be re-released by either party without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law.

All parties agree that any information disclosed by OVR pursuant to this agreement is CONFIDENTIAL pursuant to 34 CFR 361.38 and any and all other relevant and applicable federal and state statutes and regulations. Disclosure of any information covered under this agreement to any party unauthorized by OVR to receive said information may result in termination of this agreement and any and all other relevant and applicable penalties and sanctions to the disclosing party.

In the event of termination of this Agreement, the LEA hereby agrees to immediately return any confidential OVR consumer information held by it. The LEA agrees to return said information no later than two (2) weeks after said termination or notice of said termination.

- G. Nondiscrimination Assurance. No individual shall be excluded from program participation, denied any benefits or services, or subjected to discrimination on the basis of race, color, national origin, sex, religion, age, or disability in conformity with the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975, as amended; and the Americans with Disabilities Act of 1990; and all other applicable laws which prohibit discrimination and implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws.
- H. Fiscal Controls. The LEA will utilize those fiscal controls and fund accounting procedures as may be necessary to ensure proper disbursement of and accounting of all federal funds disbursed to the LEA by OVR. Those controls and procedures must be sufficient to permit preparation of reports required by federal statutes authorizing the grant of said funds, and sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
- I. Considerations. Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the secretary.
- J. Conflict of Interest. All employees or representatives of the LEA shall comply with any and all laws, regulations, or policies regarding conflicts of interest.
- K. Audit. If required to perform an audit pursuant to relevant state or federal requirements, the LEA will complete an audit that complies with said relevant state and federal requirements.
- L. Subcontracting. The LEA agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of OVR. If said consent is given, the LEA agrees that all requirements of the Agreement shall also be applicable to subcontractors and that the subcontractors shall be required to report to the LEA in a manner that will meet the LEA's reporting requirements to OVR.
- M. Regulations Applicable. The LEA agrees to abide by all applicable federal regulations that apply to Community Work-Based Transition Programs, including but not limited to 34 CFR § 361.28, 34 CFR Part 80, and OMB Circular A-87.

N. Records. The LEA shall maintain records that fully disclose and document:

1. the amount and disposition by the LEA of all funds received by it from OVR;
2. the total cost of the project or undertaking in connection with the project with which the funds are given or used;
3. the amount of that portion of cost of the project supplied by other sources;
4. all expenses, including payroll records, to ensure that costs reported on invoices are allowable, allocable, and reimbursable costs under the CWBTP;
5. how the LEA has separated grant expenditures in order to properly allocate costs to existing grants and ensure compliance with the requirements of 34 CFR § 361.28, 34 CFR §§ 80.20 and 80.40; and
6. compliance with the requirements of chapter 1 of title VII of the Rehabilitation Act, as codified at 29 U.S.C. §§ 701-727.

O. Record Retention. Pursuant to 34 CFR § 80.42, all records generated in connection with this Agreement shall be maintained for three (3) years by the LEA after the Agreement ends and the final financial report is submitted or until all audit questions are resolved.

P. Reporting Requirements. The LEA shall provide monthly reports and/or invoicing that:

1. reflect compliance with Section II of this Agreement;
2. reflect the LEA's progress in meeting its stated goals and objectives as set out in Section III of this Agreement;
3. are timely submitted, subject to withholding of funds.

Q. Debarment. The LEA certifies by signature on this contract that neither it nor its principal(s) are presently debarred, suspended or proposed for debarment, by any federal or state department or agency.

By signing this Agreement, all parties agree that electronic approvals may serve as electronic signatures.

V. Approved by:

_____, Date: _____

**Executive Director
Office of Vocational Rehabilitation**

_____, Date: _____

**Superintendent
Local Education Authority**