



**Office of Vocational Rehabilitation  
Transition Opportunities Program Pilot  
2013-14 Third Party Cooperative Agreement**

This agreement made this 24<sup>th</sup> day of September, 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

Jefferson County Schools

(Name of local education authority)

Of 3332 Newburg Road, Louisville, KY 40218

(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 Transition Opportunities Program Pilot (herein after referred to as "TOP PILOT").

## **I. Purpose**

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

## **II. Service Description**

The TOP PILOT 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 vocationally related transition services in order to ultimately move from high school to competitive employment. It utilizes the unique services of a Transition Coordinator to provide services necessary to the individual to be vocationally successful post high school. These unique services may include: evaluation, community exploration, community job development, onsite individualized job training, community job placement assistance, internship and summer job assistance, benefits planning assistance, job shadowing assistance, assistance transitioning into Supported Employment, career assessment, community resource awareness and advocacy, and transportation readiness training. Consumers may not need every service; the program is designed to fit the unique needs of the individual as determined by the OVR counselor. 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 TOP PILOT is designed for eligible students, because of their specific disability and functional limitations require a community based vocational service, including the assistance of a Transition Coordinator. In order to meet the individual needs of the students, each student participating in the TOP PILOT is allotted a maximum of \$5,200 of TOP PILOT billable services or 208 hours of services while participating in the pilot. The school will purchase hours for services based on the available hours of the Transition Coordinator and the OVR Counselor will determine the number of hours the student may require for their individual transition needs during this Agreement year. All services provided are individualized and shall be billed accordingly. Each school will submit an estimated budget proposal of all service hours needed for students referred to the program during the year.

Once the OVR counselor has determined the student eligible for general OVR services, then determines their individual need for participation in the TOP PILOT, a 'prescription' for the student is completed. A prescription is a form from the OVR Counselor to the Transition Coordinator establishing the specific transition services the Counselor believes to be necessary for the student to be successful post high school. The transition coordinator is authorized to work only on the prescribed services and a specific number of hours are allocated to provide those services during this Agreement year. The Transition Coordinator is to coordinate with the student how best to complete the prescribed activities and monthly they will record activities and note hours utilized. The monthly progress notes shall be submitted no later than the fifth of the following month to the OVR counselor checking each activity worked on that month and giving a brief, but detailed description of the progress. The number of hours utilized that month will also be noted and if necessary a request for more hours allocated for the student services may be noted. If the counselor agrees to the justification for more hours they will preauthorize more hours for the services to be provided. The exact numbers of hours of direct services needed are to be individualized, based on the student's unique needs, and are subject to the hours of services the school projected for the year. 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 TOP PILOT may at any time be reevaluated.

**Available services to meet the individual needs of the students are (the descriptions are not all inclusive to the activities but establish a general overview of the requested**

**service; the degree to which the student needs the service may encompass more activities than noted):**

Student Meeting:

The OVR counselor may request a student meeting to coordinate with the Transition Coordinator the activities they have checked on the prescription form. This meeting will ensure interagency collaboration and establish expectations. They may also request a frequency of meetings over the course of the Agreement year to monitor progress of the unique transition services being provided to the student. During such meetings attendees will plan unique, vocationally relevant activities for the upcoming year based on the students initial expressed interests. Another meeting may be a requested exit meeting to ensure post school information is documented and preparations have been made for post school success.

Vocational Exploration and Planning Activities

When a counselor checks this they are requesting the Transition Coordinator work with the student to establish their vocational interests, to explore and assess their future needs, to review records and the student's Individual Learning Plan, meet with teachers and LEA staff and/or family members, to initiate a discovery process and to promote community based work activities in order to develop and establish a career goal.

Career Assessment:

When a Counselor checks this they are requesting the Transition Coordinator perform tasks specifically relating to determining an appropriate vocational goal and fully documenting the process on a standardized form. They may be requesting the completion of the Community Based Work Transition Program Career Assessment which may take up to 80 hours to complete or another agreed upon assessment such as Project Discovery, Myers Briggs, or the Career Scope. The Counselor will request the specific tool they want utilized. Utilizing activities, assessments and guidance, a Career Assessment shall be conducted 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. The exact number of hours allocated for this service should be tailored to the individual needs of the student and developing a comprehensive tool for the Counselor to utilize when writing the students Individualized Plan for Employment. The Assessment should be completed within 30 days of the student's successful completion of vocational exploration services and must be submitted prior to the student beginning training services.

Explore Carl D. Perkins Vocational Training Center options

When the Counselor checks this the student may have expressed an interest in a program that is available at the Center and the Transition Coordinator is tasked with exploring the Center options, assisting the student with coordinating with the Center on deadlines and registration; setting up a tour for the student and family/guardian, if possible. The Coordinator does not need to attend the tour but work on setting the tour dates, any follow up dates needed at the Center for evaluation services, notifying the counselor of possible

next steps needed, assisting the family with preparations while working with the high school schedules and demands on the student.

#### Job Shadowing Site Visits

#### Internships, Volunteer Work

When the Counselor checks these separately or together, they are requesting the Transition Coordinator work with local businesses to set up community employment experiences that will help develop the individual's career goal, establish work experiences for a resume and/or allow the student to explore their desired field prior to graduation all while taking into consideration the individuals unique needs and strengths. These are short term mediations from the Coordinator and must at all times adhere to the Department of Labor laws governing work experiences of individuals with disabilities while in high school.

#### College Feasibility – SHEP (Supporting Higher Education Project) candidate

When the Counselor checks this the student has expressed an interest in attending a local college or post-secondary training that may have eligibility/admission requirements beyond the individual's current abilities. The Coordinator is tasked with working with the SHEP director at University of Kentucky/HDI for eligibility, exploring the feasibility of attending college through interviewing the family, school records and current admission requirements, possibly assisting with financial paperwork, exploring motivation, transportation needs assessment, coordinating visits with college and disability services, and assisting the Counselor in determining if this is in fact a viable training direction.

#### Behavioral Evaluation in Work Situations

When checked the Transition Coordinator is tasked with assessing the students work related behavior problems and exploring ways in which the behaviors may be corrected in order for the student to be successful in a community work setting. The Transition Coordinator may request input from others in order to implement a successful behavior plan and hours may be provided in order to address this request.

#### Self-Advocacy Skills Development/Employment Problem Solving Skills

The Counselor may check this when they identify a need for the student to be more aware and proactive of their individual work related and disability related requirements. The Transition Coordinator is tasked with developing these skills with the individual through community activities.

#### Interview Skills Evaluation and Training

When checked the Transition Coordinator is going to work with the student to improve their interview skills possibly through videotaping and mock interviews. Preparation for an interview is an important component of the employment search process. There may be a need to address behaviors that would make it difficult to be successful in an interview with community businesses. Handshakes, intonation/reflection and making eye contact may also be skills in need of improving.

#### Work Skills Evaluation and Skills Training

The counselor will check this when there is a need for general transferrable work skills development.

#### Employment Based Organizational Skills Evaluation & Development

When tasked with this the Transition Coordinator will work with the student on their basic work related organizational skills; keeping their work stations clear, being on time, scheduling issues, efficiency and productivity may be activities considered.

#### Soft Skills Training

When checked the request is to work with the student's skill development in the areas of communication, critical thinking/problem solving, enthusiasm and attitude, networking, professionalism and teamwork. This is following the 'Skills to Pay the Bills' Office of Disability Employment Policy in the Department of Labor model and the Transition Coordinator has been trained to provide this service.

#### Transportation Readiness

When checked the Counselor is requesting a specific task such as learning to independently use the public transit system or permit training leading to attainment of a learner's permit. The eligible student may have mobility issues that may need special training and the Transition Coordinator may be tasked with facilitating meetings to address how needs may be met in the community.

#### Benefits Planning

When tasked with this the Transition Coordinator will link agencies providing benefits planning services, attend meetings with the student and/or family, assist with collecting information for the student, and assist in exploring banking options like opening a bank account. The Coordinator will assist the student in following up with tasks set forth by the certified benefits planner.

#### Resume Development

The Transition Coordinator is tasked with assisting the student with the development of their resume based on a specific vocational goal and/or business they are targeting. Beyond the actual document they will assist with cover letters, screen and prep their references, develop thank you notes and train the student on the skills of developing a good resume not just creating one document together.

#### Job Search and Resource Training

The Transition Coordinator will work with the student to conduct a job search based on their expressed vocational goal. The Coordinator will prepare them for job fairs, visit Career Centers, and learn to utilize community resources.

#### Assist with Choosing Adult Service Provider

When checked the Transition Coordinator is requested to assist the student and family in seeking Supported Employment provider options in the community. The Transition Coordinator will assist with setting up exploration meetings and coordinating the conversion of pertinent information needed for the SE providers to begin the transition

process once the provider has been chosen. This service should take place during the student's final year in high school and allow the Adult Service Provider ample time to work with the student prior to their exiting high school.

#### Obtain state picture ID/Register to Vote/Library Card

The Transition Coordinator will assist the student obtain these necessary documents but also teach them community resources involved in the processes. Upon completion the Transition Coordinator will supply copies of the documents with their monthly reports.

#### Job Development/Placement/Coaching/Focused Skills Development

When tasked with this the student needs intensive assistance with the attainment of employment prior to exiting high school. These services should be comprehensive in nature and could take more than just one Agreement year to accomplish.

#### Transition into Supported Adulthood

The Counselor is requesting the Transition Coordinator work with the eligible student in a multitude of settings to ensure successful transition post high school. The targeted services are Supported Employment resources, Supported Living resources, Supported Community Resources, and developing Self-Determination strategies. This eligible student has expressed an interest in living independently in the community and assistance is needed to ensure success.

**In summary,** upon OVR determining eligibility, OVR and the LEA will work collaboratively on identifying and addressing the individual needs of the eligible students to assist in transitioning from high school to post-high school training and employment. The hours spent working with the student is determined by the individual needs and the intensity of the required services to be provided. Any combination of allowable services may be provided upon agreement of the student, parent/guardian as appropriate; counselor and Transition Coordinator as long as the total hours 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 and identified on the prescription form. The LEA will acknowledge receipt of prescription form and pre-authorization via email to the Counselor prior to working with student. OVR reserves the right to return monthly progress notes if more information is requested by the counselor, information provided on activities were deemed not vocationally relevant or appropriate. 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.

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, 09/24/13 to 6/30/14, the anticipated match portion is \$32,500.00.
2. Adhere to all third party cooperative agreements, Federal guidelines and restrictions for participation in the Program.
3. Complete and submit the appropriate TOP PILOT 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 a Transition Coordinator(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. Para-educator status;
  - c. Minimum of 30 hours of college credits;
  - d. Minimum two years experience working with individuals with disabilities; five year experience will offset college requirement;
  - e. Significant knowledge of jobs in the community;
  - f. 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 TOP PILOT.
6. Allow OVR counselor assigned to school and/or HDI staff member to be a part of interview team when TRANSITION COORDINATOR positions need to be filled.
7. Ensure that the TRANSITION COORDINATOR and other school staff involved in the TOP PILOT 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 TOP PILOT Operations Manual (herein after referred to as the Manual).
8. Ensure that each TOP PILOT Contact and TRANSITION COORDINATOR identified on the annual TOP PILOT 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 transition services.
10. Provide transition services to the eligible student as noted on the prescription form by the OVR Counselor in the most expedient manner possible.

11. Ensure compliance with state regulations and federal requirements from the Department of Labor regarding student wages.
12. Ensure that the TRANSITION COORDINATOR 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 TOP PILOT tracking sheets.
13. Ensure that services billed for are submitted on the appropriate billing form as described in the Manual, to the OVR counselor by the 5<sup>th</sup> of each month with supporting documentation attached (see #12 above).
14. Assist each student with progress towards their post high school employment goals and ensure that all activities are directed towards their individual plans for employment.
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 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 TOP PILOT 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 TOP PILOT Total Actual Program Cost – up to a maximum of \$18.75 per hour, 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. Process refunds within 30 working days of verified, written request. Refund Match funds not utilized. Complete reconciliation of funds by 9/30.
3. Provide administrative supervision of Transition Coordinator 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 TOP PILOT 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 TOP PILOT. Counselor will provide guidance to the Transition Coordinator on developing an appropriate unique TOP PILOT 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 (based on current eligibility criteria and Order of Selection perimeters) and then determines eligibility and appropriateness for TOP PILOT by completing a prescription form and requesting transition services to the LEA.
6. Meet with eligible students, their parents/guardians, the Transition Coordinator 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 Transition Coordinator 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.
9. Develop an Individualized Plan for Employment (IPE) prior to the student exiting high school and when a credible vocational goal is determined.
10. Provide services in accordance with the IPE.
11. Review required documentation of approved services provided by the Transition Coordinator and reimburse the LEA at the individual established rate for satisfactory services, as determined by the OVR counselor on a timely basis. For this Agreement year, the established rate is \$25 per hour of transition services provided by the Transition Coordinator for services pre-authorized by the OVR Counselor.
12. Monitor program expenditures by counselors for services approved under this agreement.
13. Require assigned OVR counselors to attend mandatory TOP PILOT trainings provided by HDI.

#### **IV. – Standard Terms and Conditions.**

- A. Duration. This agreement becomes effective September 24, 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 TOP PILOT 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 TOP PILOT;
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.

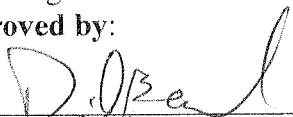
P. Reporting Requirements. The LEA shall provide monthly reports and/or invoicing that:

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: 9/9/13

**Executive Director**

**Office of Vocational Rehabilitation**

\_\_\_\_\_, Date: \_\_\_\_\_

**Superintendent**

**Local Education Authority**