

**Office of Vocational Rehabilitation  
Community Work Transition Program  
2016-17 Memorandum of Understanding**

This Memorandum of Understanding (herein after referred to as the "MOU") made this 23rd day of June, 2016, by and between the **Kentucky Office of Vocational Rehabilitation** at 275 East Main Street, Frankfort, Kentucky 40621 (herein after referred to as "OVR"), and

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Marion County Public Schools

(Name of local education authority)

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755 E. Main Street, Lebanon, KY 40033

(Address of local education authority)

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(herein after referred to as the "LEA") 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 Workforce Innovation and Opportunity Act, Title IV-Amendments to the Rehabilitation Act of 1973, Subtitle B (herein after referred to WIOA) for the benefit of transition age students who are determined eligible (herein after referred to as eligible students) for the Community Work Transition Program (herein after referred to as "CWTP").

**I. Purpose**

To define the basic tenets of the CWTP as well as delineate and clarify the rights and responsibilities of OVR and the LEA for jointly implementing and carrying out the CWTP in order to provide pre-employment transition services to students with disabilities as required in WIOA, Section 113 et al, and Section 511 et al.

**II. Service Description**

The CWTP is designed to assist OVR eligible students 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 post school activities, including employment. Students who may be considering work sheltered facilities earning a sub-minimum wage post high school should also participate in CWTP for experiential work opportunities. CWTP utilizes the unique services of a qualified student employment specialist (herein after referred to as the "ES") to provide individualized pre-employment transition services such as: evaluation, community job exploration, community job development, onsite job training, community job placement assistance, career assessment, community resource awareness and advocacy, and post-school follow-up services. In accordance with WIOA Sec. 113 (a) these services shall only be available to students with disabilities who are

determined eligible for OVR pre-employment transition services as determined by the lead vocational counselor. 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 employment in a competitive, integrated environment. This means (i) work that is performed on a full-time or part-time basis in a typical labor market site where people with disabilities engage in typical daily work patterns with co-workers who do not have disabilities; and where workers with disabilities are not congregated; 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 CWTP is designed for eligible students within three (3) years of exiting school who, because of their specific disability and functional limitations require a community based vocational service, including the assistance of an ES in order to obtain and maintain employment. In order to meet the individual needs of the students, \$7,600 of CWTP billable services for the purpose of providing pre-employment transition services are offered. All services provided are individualized and shall be billed accordingly. Each school will submit an application prior to the beginning of each school 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, and writes an Individualized Plan for Employment (IPE) determining their need for the CWTP, a referral for an Initial Planning Meeting is sent. During this meeting, the OVR counselor, the student, school personnel, family members, and ES, will plan unique, vocationally relevant activities such as job exploration, work-based learning experiences, workplace readiness training and self-advocacy training for the upcoming year based on the students initial expressed interests. This meeting will provide guidance to the ES on the goals of the upcoming year of the students program and the expectations of the OVR counselor on how the ES will assist the student in preparing for competitive work. The meeting will clarify the expectation of weekly individualized career exploration and ongoing skills assessment and training. The ES is to work individually, on a weekly basis with the student and record the hours and activities on the monthly progress notes. This meeting will generally be conducted during their sophomore year. OVR will pre-authorize and pay the LEA \$50 for the submitted IPM report summarizing the meeting.

**Orientation to Work**

Orientation to Work will provide the student with up to 20 hours of exploratory meetings, taking the time to meet the student and discover their goals for the future, visiting places that have meaning to the student. While documenting on monthly progress notes, the ES will assist the student and family in determining a transition path for the end of their secondary schooling and into post school life. OVR will pre-authorize and pay the LEA \$500 for the submitted report summarizing the 20 hours of activities and relevant information gained from meeting with the student. Should 20 hours not occur prior to the end of the school term the amount will be prorated at \$25 per hour for the final report.

#### Vocational Evaluation & Exploration:

Monthly progress notes shall be submitted to the OVR counselor listing each work based learning experience, job exploration, internships, and/or job shadowing of that month, job site reviews, an ongoing skills assessment, and plans for the upcoming month of goals, activities and strategies the ES 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 CWTP may at any time be reevaluated. The ES is to fully document all activities on the Monthly Exploration Report. OVR will pre-authorize and pay the LEA up to \$2000 for these exploration pre-employment transition service activities in a maximum of two term allocations. One term equals 40 hours for \$1000, going from August-Dec and Jan-May. Should 40 hours not occur prior to the end of the term the amount will be prorated at \$25 per hour.

Most students will require ten months of this service. However, fewer may be provided if the goals are met and the student is ready to progress to training services, the next phase of CWTP. No student may receive more than ten months, or over 80 hours, of vocational evaluation & exploration services and training services combined in one school year.

#### Vocational Assessment:

Utilizing the monthly activities, assessments and guidance, a Vocational Assessment shall be conducted by the ES with the purpose of determining an eligible student's unique strengths, resources, priorities, concerns, abilities, capabilities, and interests as they relate to post school activities and employment in order to determine an appropriate vocational goal and future training needs. 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. OVR will pre-authorize and pay the LEA \$900 for the Vocational Assessment report.

#### Final Year Planning Meeting:

During this meeting strategies and the expectations for the remainder of the CWTP will be discussed defining the steps the ES should take to ensure the student's successful transition to post school activities and future employment success. An amended Individualized Plan for Employment (IPE) may need to be written by the OVR counselor and appropriately signed by the student and/or parent/guardian, for the purpose of more clearly identifying services required to attain a successful transition and employment outcome. This meeting shall include a review of the Vocational Assessment and the ES will be available for input. At this time the team may also discuss any post-secondary education programs that may be

useful or beneficial to attain the chosen vocational goal. OVR will pre-authorize and pay the LEA \$150 for the ES attendance and the submission of the Final Year Planning Report.

It is also during this meeting the decision should be discussed whether or not to begin the process of transitioning the student to a work sheltered facility post high school and begin the paperwork if necessary to ensure a smooth transition process. This should not prohibit the student from continuing to attempt competitive work experiences while in high school if his schedule allows for participation.

#### Training Services:

For students ready to enter the Training phase, the ES will submit monthly training service reports regarding each of the student's unique community based training activities, work based learning experiences, internships, and/or job shadowing, 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. The ES is to fully document all activities on the Monthly Training Report. OVR will pre-authorize and pay the LEA up to \$2000 for these training pre-employment transition service activities in a maximum of two term allocations. One term equals 40 hours for \$1000, going from August-Dec and Jan-May. Should 40 hours not occur prior to the end of the term the amount will be prorated at \$25 per hour.

#### Exit Interview Meeting:

The ES will conduct an Exit Interview meeting with the student and OVR counselor; a subsequent report will be provided to OVR for payment for \$200. This meeting should review all pre-employment transition services provided, related activities and plans for the future beyond high school discussed. Adult service agency providers that address the future 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 of \$800, 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 ES to phase 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 employed competitively in an integrated environment, 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.

#### Follow-up:

OVR will pay for Follow-up if the ES provides a report at 60 days for \$200. Information will be provided on the student's current post school status, 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, 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:**

|                                |
|--------------------------------|
| <b>May not skip * services</b> |
| Initial Planning Meeting*      |
| Orientation to Work            |
| Exploration Phase*             |
| Career Assessment *            |
| Final Year Planning Meeting*   |
| Training Phase*                |
| Exit Meeting*                  |
| Job Placement                  |
| Follow Up                      |

However, any combination of allowable services may be provided upon agreement of the student, guardian as appropriate, counselor and job coach. The OVR counselor has the final decision on any disputes on whether or not a student may continue in CWTP or what services are appropriate.

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 documentation of the weekly activities 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 integrated 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. Adhere to all components of this MOU, guidelines and restrictions for participation in the Program.

2. Complete and submit the appropriate CWTP application to OVR on an annual basis. LEA will sign the MOU for Services, annually, upon approval of application.
3. Hire an ES(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;
  - e. Knowledge of the Career Center resources in their area, the partners and the available programs for youth.
4. Assign one Special Education teacher or liaison as the lead contact person in charge to directly assist OVR staff with implementation of the CWTP.
5. Confirm that the OVR counselor assigned to school and/or HDI staff member to be a part of interview team when ES positions need to be filled.
6. Ensure that the ES and other school staff involved in the CWTP 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 CWTP Operations Manual (herein after referred to as the Manual) knowing that billing will not be accepted from personnel not trained by HDI.
7. Ensure that each CWTP Contact and ES identified on the annual CWTP application shall be allowed release time in order that they may attend mandatory scheduled trainings.
8. Refer appropriate individuals in accordance with their Individualized Education Program goals and have demonstrated a need for job coaching services.
9. Provide the following individualized services to students as described in the Manual, as approved and pre-authorized by the OVR counselor:
  - a. Initial planning meeting to start process
  - b. Up to 20 hours of Orientation to Work
  - c. Weekly vocationally relevant and community based activities
  - d. Weekly community exploration and onsite, individualized job training
  - e. Vocational Assessment
  - f. Final year planning meeting at the beginning of last year
  - g. Job development
  - h. Job placement assistance/training
  - i. Exit meeting to review post school needs
  - j. Post-school Follow-up services. (to ensure 60 days successful employment upon exiting school)
10. Ensure compliance with state regulations and federal requirements from the Department of Labor regarding student wages.
11. Ensure that the ES completes and submits all required documentation to OVR 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 CWTP tracking sheets.
  - b. Initial Planning Meeting report, Individualized Career Assessment, Final Year Planning meeting report, Exit Interview Meeting report, Job Placement report, and Follow-up reports as these services are provided.
- 12. 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 signatures and documentation attached (see #11 above).
- 13. Performance expectations are: the ES will work with each student referred individually and will make progress through the mandatory components of the program to remain a CWTP; and the ES will work and maintain the required hours on the application to ensure that at least 50% of the students will successfully complete all components of the program each year.
- 14. Actively partner with HDI to attend additional trainings/meetings at HDI; to develop and implement Support Plans or Performance Improvement plans if the CWTP fails to achieve performance expectations; and construct timetables to address individual program needs should the yearly goals not be met or quality of services require improvement.
- 15. Demonstrate progress towards meeting the goals of Support Plans or Performance Improvement plans within the designated timetables.
- 16. Should the performance goals and support plans be unsuccessful as defined by their progress expectations, the LEA will sit out of the program for no less than one year.
- 17. Allow HDI access to provide individual program evaluations, program audits and technical support as necessary.
- 18. Ensure that the CWTP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI no later than 6/30.

**OVR agrees to:**

- 1. Pay pre-authorized services for each student identified and participating in the program once the service has been provided.
- 2. Provide administrative supervision of ES 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 CWTP are trained appropriately and support given where needed. PA will review 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.
- 3. Assign a minimum of one (1) counselor to each LEA participating in the CWTP. Counselor will provide guidance to the ES on developing an appropriate unique CWTP 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. Should the counselor position assigned to the LEA be vacant, the OVR local manager or a designee, in coordination with the OVR assistant assigned to the CWTP will continue the program until such a time as the counselor position is filled.

4. Review referrals and determine student eligibility for general OVR services and then determines eligibility and appropriateness for CWTP.
5. Meet with eligible students, their parents, the ES and/or involved staff on a regular basis or as required to effectively plan and implement a successful transition program.
6. Provide guidance and support to the ES 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.
7. Review and pre-authorize all required services to be provided.
8. Develop an Individualized Plan for Employment (IPE) noting the need for CWTP to provide pre-employment transition services.
9. Provide services in accordance with the IPE.
10. Review required documentation of approved services provided by the ES and pay the LEA at the individual established rate for satisfactory services, as determined by the OVR counselor within 30 days.
11. Monitor program expenditures by counselors for services approved under this MOU.
12. Require assigned OVR counselors to attend mandatory CWTP trainings provided by HDI.

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

- A. Duration. This MOU becomes effective July 1, 2016 and will expire on June 30, 2017.
- B. Termination. Either party may cancel the MOU at any time for cause, or may cancel without cause on 30 days written notice.

In the event of termination of this MOU, 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 MOU. 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 MOU.

- C. Modifications or Amendments. Proposed amendments, modifications, or revisions to the MOU 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 MOU 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 MOU shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

- E. Access. The LEA, 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 MOU 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 MOU to any party unauthorized by OVR to receive said information may result in termination of this MOU and any and all other relevant and applicable penalties and sanctions to the disclosing party.

In the event of termination of this MOU, 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. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or

federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 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. The LEA shall immediately disclose to OVR any conflict of interest that it becomes aware of.
- 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 MOU without the express, written consent of OVR. If said consent is given, the LEA agrees that all requirements of the MOU 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 Transition Programs, including but not limited to 34 CFR § 361.28, 34 CFR Part 80, and, if applicable, 2 CFR 225.

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 CWTP;
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 MOU shall be maintained for three (3) years by the LEA after the MOU 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 MOU;
2. reflect the LEA's progress in meeting its stated goals and objectives as set out in Section III of this MOU;
3. are timely submitted, subject to withholding of funds.

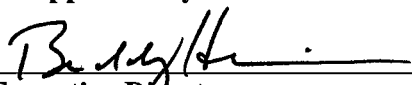
Q. Debarment. The LEA certifies by signature on this contract that neither it nor its principals, agents, contractors and vendors are presently debarred, suspended or proposed for debarment, declared ineligible for federal benefits by any federal or state department or agency, or sentenced to a denial of federal benefits by a state or federal court, and is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order (E.O.) 12549 and E.O. 12689.

R. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

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

V. Approved by:

, Date: 7/12/16  
Executive Director

Office of Vocational Rehabilitation

, Date: 6/30/16  
Superintendent  
Local Education Authority

RECEIVED  
JUL 18 2016  
MCPS