

Kentucky Office for the Blind
Transition Opportunities Program
2017-18 Memorandum of Understanding

This Memorandum of Understanding (herein after referred to as the “MOU”) made this 18 day of July , 2017 , by and between the **Kentucky Office for the Blind** at 275 East Main Street, Frankfort, Kentucky 40621 (herein after referred to as “OFB”), and

Livingston County School District

(Name of local education authority)

of 127 E. Adair St. P.O. Box 219 Smithland, KY 42081

(Address of local education authority)

(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 for the Blind 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 Transition Opportunities Program (herein after referred to as “TOP”).

I. Purpose

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

II. Service Description

The TOP is designed to assist OFB eligible and potentially eligible students who have identified work or post-secondary training as a desired post-school outcome and have demonstrated a need for pre-employment services, to transition from high school to post school activities. TOP utilizes the unique services of a designated school personnel (herein after referred to as the “DSP”) to provide individualized pre-employment transition services such as: job shadowing, community job exploration, onsite job training, community job skills assistance, career counseling, community resource awareness and advocacy. In accordance with WIOA Sec. 113 (a) these services shall only be available to students with disabilities who are determined eligible or potentially eligible for OFB pre-employment transition services as determined by the OFB counselor. Each service

provided will have a vocational 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 to provide services to prepare students for post-secondary training or 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 TOP is designed for eligible or potentially eligible visually impaired high school students who will benefit from a community based vocational service, including the assistance of a DSP in order to implement pre-employment services. In order to meet the individual needs of the students, \$25.00 per hour per student of TOP 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 available services to meet the individual needs of the students are:

- Consultation/Meeting for Student
- Vocational/Career Exploration & Planning Activities
- Orientation and Mobility Training Coordination
- Explore Carl D. Perkins Voc. Center/McDowell Center
- Job Shadowing/Site visits, Internships, Work Experiences, Short term Volunteer experiences
- Post-Secondary Counseling
- Behavioral Observations in Work Situations
- Self-Advocacy Skills Development/Problem Solving Skills
- Interview Skills Development
- Work Skills Training
- Employment Based Organizational Skills Training
- Soft Skills Training (communication, attitude, etc.)
- Transportation Readiness
- Benefits Planning/Financial Literacy
- Resume Development
- Obtain state picture ID/Register to Vote/Library Card
- Workplace Readiness Training/ Focused Skills Development

The service must be completed before June 30.

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

The OFB counselor will pre-authorize all services determined to be necessary through the CMS payment system as the services are needed. OFB 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.

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 OFB 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 TOP application to OFB on an annual basis. LEA will sign the MOU for Services, annually, upon approval of application.
3. Hire or assign a DSP(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 OFB staff with implementation of the TOP.
5. Confirm that the OFB counselor assigned to school and/or HDI staff member to be a part of interview team when DSP positions need to be filled.
6. Ensure that the DSP and other school staff involved in the TOP 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 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 TOP Contact and DSP identified on the annual TOP 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 pre-employment transition services.

9. Provide the individualized services to students as approved and pre-authorized by the OFB counselor:

- Consultation/Meeting for Student
- Vocational/Career Exploration & Planning Activities
- Orientation and Mobility Training Coordination
- Explore Carl D. Perkins Voc. Center/McDowell Center
- Job Shadowing/Site visits, Internships, Work Experiences, Short term Volunteer experiences
- Post-Secondary Counseling
- Behavioral Observations in Work Situations
- Self-Advocacy Skills Development/Problem Solving Skills
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10. Ensure compliance with state regulations and federal requirements from the Department of Labor regarding student wages.

11. Ensure that the DSP completes and submits all required documentation to OFB and as described in the Manual verifying the delivery of services. Required documentation shall include:

- a. Monthly progress notes accurately accounting for services provided and maintaining supporting documents such as the required TOP tracking sheets.

12. Ensure that services billed for are submitted on the appropriate billing form as described in the Manual, to the OFB counselor by the 5th of each month with supporting signatures and documentation attached (see #11 above).

13. Performance expectations are: the DSP will work with each student referred individually or in groups and will make progress through the authorized services of the program to remain a TOP; and the DSP 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 TOP 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 the TOP 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 TOP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI no later than 6/30.

OFB 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 DSP 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 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 OFB staff. PA will ensure expenditures are appropriate.
3. Assign a minimum of one (1) counselor to each LEA participating in the TOP. Counselor will provide guidance to the DSP on developing an appropriate unique TOP 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 OFB local manager or a designee, in coordination with the OFB assistant assigned to the TOP will continue the program until such a time as the counselor position is filled.
4. Review referrals and determine appropriateness for TOP.
5. Meet with the DSP 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 DSP 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. Review required documentation of approved services provided by the DSP and pay the LEA at the individual established rate for satisfactory services, as determined by the OFB counselor within 30 days.
9. Monitor program expenditures by counselors for services approved under this MOU.
10. Require assigned OFB counselors to attend mandatory TOP trainings provided by HDI.

IV. – Standard Terms and Conditions.

- A. Duration. This MOU becomes effective upon both parties' signatures and will expire on June 30, 2018.
- B. Termination. Either party may cancel the MOU at any time for cause, or may cancel without cause on 30 day written notice.

In the event of termination of this MOU, the LEA agrees to surrender at OFB'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 OFB for invoices and receipts related to the purchase of said equipment and assets. OFB 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 OFB 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 OFB 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 OFB 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 OFB 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 WIOA; 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 OFB. 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 applicable state and federal laws, regulations, or policies regarding conflicts of interest.

- K. Audit. If required to perform an audit pursuant to applicable 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 OFB. 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 OFB.
- 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 2 CFR 200.
- 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 OFB;
 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;
 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-et seq.
- 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 principal(s) are presently debarred, suspended or proposed for debarment, by any federal or state department or agency.

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

V. Approved by:

_____, Date: _____

**Executive Director
Office for the Blind**



_____, Date: 7/18/2017

**Superintendent
Local Education Authority**

