

# Memorandum of Agreement

between

Northeast Kentucky Community Action Agency  
Opportunity Youth Program

and

Skills U Elliott County

Regarding Opportunity Youth Program Services and Collaboration

August 1, 2021 through June 30, 2022

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## I. PURPOSE OF THIS AGREEMENT

The purpose of this Memorandum of Agreement (MOA) is to establish and define the partnership between Northeast Kentucky Community Action Agency Opportunity Youth Program referred to as NKCAA and Skills U to serve out-of-school youth ages 18-24 of Elliott County who require assistance in overcoming artificial barriers to employment in order to enable them to provide:

- Resumes
- Training
- Basic Skills preparation
- GED testing
- Work Based Learning

NKCAA and Skills U expect to collaboratively serve between 4 to 6 youth under this agreement.

## II. ROLES OF THE PARTIES UNDER THIS AGREEMENT

In the collaboration defined by this MOA, NKCAA and its staff will operate this portion of the shared services, including:

1. Administering all WIOA Opportunity Youth Program funds.
2. Determining and documenting the WIOA eligibility of all youth enrolled in the program.
2. Executing the WIOA enrollment of all youth in the program.
3. Case managing all youth in the program, including working with Skills U staff to develop and implement an Individual Employment Plan (IEP) for each enrolled youth.
4. Tracking and documenting the progress of all youth in the program.
5. Collaborating with Skills U and other external organizations to ensure that the required elements and services of the program are provided to enrolled youth, as described in this agreement.
6. Performing other functions necessary to deliver the program.

In the collaboration defined by this MOA, Skills U and its staff will provide compensated and uncompensated services to supplement NKCAA's operation of the Opportunity Youth Program, including:

1. Identifying appropriate youths from among its service population and referring them to the Opportunity Youth Program.
2. Assisting the WIOA-enrolled youth and NKCAA staff in developing and implementing an Individual Employment Plan (IEP) for each enrolled youth and determining the appropriate services related to that IEP.
3. Assisting NKCAA staff in care management of the enrolled youth
4. Providing services and program elements to appropriate enrolled youth, as described in this agreement.
5. Facilitate linkage and collaboration between NKCAA and other outside entities for any WIOA-required program services not directly provided by Skills U or NKCAA

### PROGRAM ELEMENTS AND SERVICES

The 14 required elements of the WIOA Opportunity Youth Skills U Program operated by NKCAA will be provided to WIOA-eligible clients of under this agreement either by NKCAA, by Skills U, or by a third party, as described below:

1. ***Tutoring, study skills, evidence-based drop-out prevention, and recovery strategies*** —NKCAA/Skills U will provide tutoring, study skills training, and behavioral strategies to enrolled youth by NKCAA Career Advising Sessions weekly/monthly or as often as needed. Skills U will provide one on one session with client scheduled as needed. If a client is in need of further educational assistance, Skills U will work with the client and NKCAA's Staff to determine the next steps.

2. **Alternative secondary school services, or drop out recovery services** — NKCAA/Skills U will work with local partners, School board committees, and family outreach programs to develop the resources to make alternative secondary school services or drop-out recovery services available to clients who need them.
3. **Paid and unpaid work experience that has as an academic component, and occupational education** —NKCAA will work to develop work experience placements and other work-based training opportunities for clients. NKCAA may develop these placements within the Skills U organization, subsidiaries, or private-sector partners. Wages for these paid work-based learning placements (work experience or on-the-job training) will come from NKCAA, in one of the following ways:
  - In a **work experience placement**, NKCAA will pay the client's wages directly to the client.
  - In an **on-the-job training (OJT)**, NKCAA will pay the program's portion (up to 50%) of the client's wages to the employer that has hired and is paying the client. (This employer may be an external, private-sector employer, or may be Skills U in cases where the client is working for a partner-owned business.)

NKCAA may work to develop new and innovative pre-apprenticeship and job shadowing programs to assist clients with occupational growth and personal development, including working with local private-sector employers to cultivate ongoing opportunities for work-based learning, as a part of its goals to assist its clients in becoming self-sustaining members of the workforce.

4. **Occupational skill training**— The career goals of specific clients may require occupational training from community colleges, universities, vocational schools, or other external training providers. Generally, NKCAA's staff will work with the client to arrange the external occupational skills training required by the client's IEP. Tuition for externally provided training will be paid directly by NKCAA within WIOA funding limits and policies.
5. **Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation**— NKCAA will work with Opportunity Youth Program clients to ensure that any work-based learning and/or other workforce preparation activities are accompanied by appropriate educational elements that improve the clients' work skills and attractiveness to employers.
6. **Leadership Development opportunities, which may include community service, and peer-centered activities** — NKCAA will provide multiple activities and curricula that work to develop strong leaders to clients of the Opportunity

Youth Program. Examples may include job-shadowing opportunities, community engagement activities, and formal leadership trainings.

**7. Supportive Services** — Although NKCAA provide Supportive Services for clients in training or other program activities with WIOA Youth Program funds, Skills U may supplement those Supportive Services with other supportive services that are part of Skills U regular program services (provided either by Skills U or its partners). These may include:

- GED testing fees
- Transportation services
- Basic skills preparation
- Post Secondary testing

Skills U will communicate and collaborate on clients' needs to ensure that appropriate Supportive Services will be provided when needed, improving each client's opportunity to succeed.

**8. Adult Mentoring for a total of not less than 12 months** — The Adult Mentor/Career Advisors and his/her relationship with his/her clients form the backbone of the NKCAA services to the Opportunity Youth Program. The NKCAA Mentors/Career Advisors will focus primarily on walking alongside the clients, assisting them in meeting all of their needs, helping remove barriers to their success, and providing encouragement and positive examples. Each mentor will be assigned a caseload of 2 to 4 clients. The Mentors/Career Advisors will have multiple contacts with each client during the first 12 months. Those encounters may taper down afterward, depending upon each client's needs and progress.

**9. Follow-up services for not less than 12 months after the completion of participation, as appropriate** — Follow up services will be provided by both NKCAA's Opportunity Youth Program staff and Skills U staff. NKCAA's designated Adult Mentor/Career Advisor will provide follow up services for 12 months after clients complete the program. NKCAA's Youth staff will make contact at least monthly with each client during the follow-up period.

**10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling**— NKCAA and Skills U work with each client's treatment team to monitor their progress and refer or add any additional support services that, may be beneficial.

**11. Financial literacy education** — NKCAA and Skills U will provide financial literacy training to clients using NKCAA's Budgeting Basics Workshop, Dealing with Debt Workshop.

**12. Entrepreneurial skills training**— NKCAA will establish relationships with business incubators and entrepreneurial startup support programs in the state, in

order to make their trainings available to clients. Skills U will accommodate Opportunity Youth Program clients who desire and are appropriate for entrepreneurial skills training, either by referring them to these programs or by facilitating partnership agreements between these programs and the NKCAA.

13. ***Labor market and employment information***—NKCAA will provide public Labor Market and Employment Information to each Opportunity Youth Program client, as well as to the The DROP staff who are working with Opportunity Youth Program clients. This information will provide context for and supplement Skills U education and Career Services that are in demand. These joint efforts will provide Opportunity Youth Program clients with the information to make well informed decisions about the training programs and career paths that have the highest possibility to lead to successful employment.
14. ***Activities to prepare for and transition to postsecondary education and training***—NKCAA will provide activities that prepare appropriate clients for transition into postsecondary education or training by Career Sessions, appropriate assessments, testing. Additionally, NKCAA may coordinate with universities, KCTCS or Skills U to provide assessment, testing services.

### III. FEES

NKCAA will pay fees to Skills U for the professional services Skills U provides to the NKCAA Opportunity Youth Program. These fees will be invoiced monthly to NKCAA from Skills U.

The fees that NKCAA will pay to Skills U do not include:

- The costs of wages for work-based learning placements (work experience or on-the-job training) for Opportunity Youth clients. NKCAA will pay those wages to the client (for work experience) or directly to the employer (for on-the-job training) in amounts based on the actual wages established for the actual hours worked by the youth clients. Exception: In cases where a client has been hired by Skills U -owned business as a part of an on-the-job training (OJT) contract, NKCAA will pay the Opportunity Youth Program's portion of the client's wages to Skills U as the employer of record.
- Tuition costs for specific occupational training and education courses, or fees for specific exams. Those costs will be paid by NKCAA, in most cases directly to the training provider or exam provider, based on actual costs.

The fees that NKCAA will pay to Skills U for professional services and costs of collaborating with the Opportunity Youth Program are itemized and described in Attachment A to this agreement. Attachment A may be modified, adjusted, or

supplemented by NKCAA and Skills U by mutual written consent at any point during the execution of this Agreement without modifying this Agreement.

#### **IV. MISCELLANEOUS**

##### **A. GOOD FAITH**

Each Party will use good faith and its best efforts to take all actions and to do all things necessary, proper, or advisable to consummate, make effective, and comply with all of the terms of this Agreement.

##### **B. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

NKCAA address:

NKCAA, Inc.  
180 Bulldog Lane  
Louisa, KY 41230  
ATTN: Opportunity Youth Program

Skills U address:

Skill U  
Main St.  
Sandy Hook, KY 41171

##### **C. COMPLIANCE WITH HEALTH CARE LAWS**

It is the intent of the Parties to comply with the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b), the regulations promulgated thereunder, including any applicable safe harbors, the Eliminating Kickbacks in Recovery Act of 2018 (18 U.S.C. § 220), the regulations promulgated thereunder, including any applicable safe harbors, the Stark Law (42 U.S.C. 1395nn), the False Claims Act (31 U.S.C. 3729), the Beneficiary Inducement Statute (42 U.S.C. 1320a-7(a)) and any similar federal or state laws (collectively, the "Health Care Laws"). The parties acknowledge that neither is knowingly or willfully soliciting or receiving any remuneration directly or indirectly, overtly or covertly, in cash or in kind in return for referring an individual for the furnishing of, arranging for the furnishing of, or recommending, purchasing, leasing, or ordering any good, facility, service, or item for which payment may be

made in whole or in part under Medicare, Medicaid, or any other federal health care program.

Neither Party shall have any obligation to refer any person or party to the other for the provision of any service or item of any kind. All of the sums paid pursuant to this Agreement are paid as fees for services only, are set in advance, are consistent with fair market value (without regard to proximity to referral sources), do not exceed those fees or rentals that are reasonable as determined in arms-length commercial transactions, are not determined in a manner that takes into account in any way any volume or value of referrals or business generated between the Parties, are intended to fall within the applicable anti-kickback safe harbor, and are to be construed and applied in accordance with this paramount intent.

If at any time either party determines in good faith, based upon an opinion of competent legal counsel, that there is a significant risk that any of the terms or conditions of this Agreement violate such Health Care Laws (as may be amended from time to time), then at such party's request, the parties shall negotiate in good faith to amend this Agreement in order to conform with applicable Health Care Laws. If the parties are not able to reach an agreement within sixty (60) calendar days of receipt of notice, the parties shall immediately terminate this Agreement.

#### **D. FINAL AND COMPLETE AGREEMENT**

This Agreement terminates and supersedes all prior or contemporaneous understandings or agreements on the subject matter hereof. This Agreement and/or its Attachment(s) may be modified only by a further writing that is duly executed by both parties.

#### **E. TERM**

This Agreement shall commence on the date of execution by the Parties. This Agreement, and any amendments hereto, shall be in effect from the date of execution by all Parties and shall remain in effect until the completion of the program.

#### **F. AMENDMENTS**

This Agreement and/or its Attachment(s) may be amended only by a written document signed by the Parties.

#### **G. JURISDICTION**

This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of law's provisions.

**H. TERMINATION**

This Agreement, and any amendments, may be terminated by either Party at any time during the Term of the MOU by:

a. Providing the other Party thirty (30) business days' written notice;

Or

b. Immediately by giving notice to the other Party if any Party fails to remain in good standing, becomes insolvent, or becomes subject to any other judicial proceedings that relate to insolvency.

**I. SIGNATURES**

The Parties hereby cause this instrument to be executed by their duly authorized officers signed below:

**Skills U**

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Name (Printed)* \_\_\_\_\_ *Title* \_\_\_\_\_

**Northeast Kentucky Community Action Agency, Inc.**

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Name (Printed)* \_\_\_\_\_ *Title* \_\_\_\_\_

**Attachment A**

**To the Memorandum of Agreement  
between  
Northeast Kentucky Community Action Agency  
and  
Skills U**



Regarding Fees and Reimbursements for Opportunity Youth Program Services

August 1, 2021 through June 30, 2022

This Attachment to the Memorandum of Agreement between NKCAA and Skills U Regarding WIOA Youth Program Services identifies the fees or other reimbursements NKCAA will pay to Skills U for the services Skills U provides under the Agreement.

This Attachment may be revised, updated, supplemented or replaced in full by mutual written consent of NKCAA and Skills U at any time during the period in which the Agreement is in force.

**UNCOMPENSATED SKILLS U SERVICES**

In the collaboration defined by this agreement, Skills U and its staff will provide the services listed below without fee or compensation from NKCAA:

- Identifying appropriate youths from among its service population and referring them to the NKCAA Opportunity Youth Program.
- Assisting the enrolled youths and NKCAA staff in developing and implementing an Individual Employment Plan (IEP) for each enrolled youth and determining the appropriate services related to that IEP.
- Assisting NKCAA staff in case/care management of the enrolled youth
- Facilitating linkage and collaboration between NKCAA and other outside entities for any required program services not directly provided by Skills U.

**COMPENSATED SKILLS U PROGRAM SERVICES**

NKCAA will compensate Skills U for providing the services and program elements to appropriate enrolled youths detailed below, at the rates indicated.

NKCAA will pay fees to Skills U for specific professional services Skills U provides to the Opportunity Youth Program, as listed in this agreement. Compensate Skills U for some of the costs of collaborating and providing service tracking and monitoring information to NKCAA staff. NKCAA will pay for only those services and costs specifically identified in this agreement, at the rates identified in this agreement. The services and costs for which NKCAA will pay Skills U and the cost basis for these payments are:

- Resume Preparation at a rate of \$20.00 per unit upto a maximum total amount of \$200.00.

**Skills U** will not be paid or reimbursed by NKCAA for any other services provided by Skills U under this agreement.

**PRICES OF PROGRAM ELEMENTS AND SERVICES**

The set prices of services or other program elements may be established by adding them to this section of this Attachment, confirmed by the signatures of both partners.

These prices may be revised, updated, supplemented or replaced in full by mutual written consent of NKCAA and Skills U at any time during the period in which the Agreement is in force.

**SIGNATURES**

The agreement of both parties to the terms and prices identified in this Attachment are attested to by the signatures below.

**Skills U**

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Name (Printed)* *Title*

**Northeast Kentucky Community Action Agency, Inc.**

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Name (Printed)* *Title*

# Memorandum of Agreement

between

Northeast Kentucky Community Action Agency  
Opportunity Youth Program

and

Skills U Carter County

Regarding Opportunity Youth Program Services and Collaboration

August 1, 2021 through June 30, 2022

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**9. Follow-up services for not less than 12 months after the completion of participation, as appropriate** — Follow up services will be provided by both NKCAA's Opportunity Youth Program staff and Skills U staff. NKCAA's designated Adult Mentor/Career Advisor will provide follow up services for 12 months after clients complete the program. NKCAA's Youth staff will make contact at least monthly with each client during the follow-up period.

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order to make their trainings available to clients. Skills U will accommodate Opportunity Youth Program clients who desire and are appropriate for entrepreneurial skills training, either by referring them to these programs or by facilitating partnership agreements between these programs and the NKCAA.

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### III. FEES

NKCAA will pay fees to Skills U for the professional services Skills U provides to the NKCAA Opportunity Youth Program. These fees will be invoiced monthly to NKCAA from Skills U.

The fees that NKCAA will pay to Skills U do not include:

- The costs of wages for work-based learning placements (work experience or on-the-job training) for Opportunity Youth clients. NKCAA will pay those wages to the client (for work experience) or directly to the employer (for on-the-job training) in amounts based on the actual wages established for the actual hours worked by the youth clients. Exception: In cases where a client has been hired by Skills U -owned business as a part of an on-the-job training (OJT) contract, NKCAA will pay the Opportunity Youth Program's portion of the client's wages to Skills U as the employer of record.
- Tuition costs for specific occupational training and education courses, or fees for specific exams. Those costs will be paid by NKCAA, in most cases directly to the training provider or exam provider, based on actual costs.

The fees that NKCAA will pay to Skills U for professional services and costs of collaborating with the Opportunity Youth Program are itemized and described in Attachment A to this agreement. Attachment A may be modified, adjusted, or

supplemented by NKCAA and Skills U by mutual written consent at any point during the execution of this Agreement without modifying this Agreement.

#### **IV. MISCELLANEOUS**

##### **A. GOOD FAITH**

Each Party will use good faith and its best efforts to take all actions and to do all things necessary, proper, or advisable to consummate, make effective, and comply with all of the terms of this Agreement.

##### **B. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

NKCAA address:

NKCAA, Inc.  
180 Bulldog Lane  
Louisa, KY 41230  
ATTN: Opportunity Youth Program

Skills U address:

Skill U  
116 W. Main St.  
Grayson, KY 41143

##### **C. COMPLIANCE WITH HEALTH CARE LAWS**

It is the intent of the Parties to comply with the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b), the regulations promulgated thereunder, including any applicable safe harbors, the Eliminating Kickbacks in Recovery Act of 2018 (18 U.S.C. § 220), the regulations promulgated thereunder, including any applicable safe harbors, the Stark Law (42 U.S.C. 1395nn), the False Claims Act (31 U.S.C. 3729), the Beneficiary Inducement Statute (42 U.S.C. 1320a-7(a)) and any similar federal or state laws (collectively, the "Health Care Laws"). The parties acknowledge that neither is knowingly or willfully soliciting or receiving any remuneration directly or indirectly, overtly or covertly, in cash or in kind in return for referring an individual for the furnishing of, arranging for the furnishing of, or recommending, purchasing, leasing, or ordering any good, facility, service, or item for which payment may be



made in whole or in part under Medicare, Medicaid, or any other federal health care program.

Neither Party shall have any obligation to refer any person or party to the other for the provision of any service or item of any kind. All of the sums paid pursuant to this Agreement are paid as fees for services only, are set in advance, are consistent with fair market value (without regard to proximity to referral sources), do not exceed those fees or rentals that are reasonable as determined in arms-length commercial transactions, are not determined in a manner that takes into account in any way any volume or value of referrals or business generated between the Parties, are intended to fall within the applicable anti-kickback safe harbor, and are to be construed and applied in accordance with this paramount intent.

If at any time either party determines in good faith, based upon an opinion of competent legal counsel, that there is a significant risk that any of the terms or conditions of this Agreement violate such Health Care Laws (as may be amended from time to time), then at such party's request, the parties shall negotiate in good faith to amend this Agreement in order to conform with applicable Health Care Laws. If the parties are not able to reach an agreement within sixty (60) calendar days of receipt of notice, the parties shall immediately terminate this Agreement.

#### **D. FINAL AND COMPLETE AGREEMENT**

This Agreement terminates and supersedes all prior or contemporaneous understandings or agreements on the subject matter hereof. This Agreement and/or its Attachment(s) may be modified only by a further writing that is duly executed by both parties.

#### **E. TERM**

This Agreement shall commence on the date of execution by the Parties. This Agreement, and any amendments hereto, shall be in effect from the date of execution by all Parties and shall remain in effect until the completion of the program.

#### **F. AMENDMENTS**

This Agreement and/or its Attachment(s) may be amended only by a written document signed by the Parties.

#### **G. JURISDICTION**

This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of law's provisions.

**H. TERMINATION**

This Agreement, and any amendments, may be terminated by either Party at any time during the Term of the MOU by:

- a. Providing the other Party thirty (30) business days' written notice;

Or

- b. Immediately by giving notice to the other Party if any Party fails to remain in good standing, becomes insolvent, or becomes subject to any other judicial proceedings that relate to insolvency.

**I. SIGNATURES**

The Parties hereby cause this instrument to be executed by their duly authorized officers signed below:

**Skills U**

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Name (Printed)* \_\_\_\_\_ *Title* \_\_\_\_\_

**Northeast Kentucky Community Action Agency, Inc.**

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Name (Printed)* \_\_\_\_\_ *Title* \_\_\_\_\_

**Attachment A**

**To the Memorandum of Agreement  
between  
Northeast Kentucky Community Action Agency  
and  
Skills U**

Regarding Fees and Reimbursements for Opportunity Youth Program Services

August 1, 2021 through June 30, 2022

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This Attachment may be revised, updated, supplemented or replaced in full by mutual written consent of NKCAA and Skills U at any time during the period in which the Agreement is in force.

**UNCOMPENSATED SKILLS U SERVICES**

In the collaboration defined by this agreement, Skills U and its staff will provide the services listed below without fee or compensation from NKCAA:

- Identifying appropriate youths from among its service population and referring them to the NKCAA Opportunity Youth Program.
- Assisting the enrolled youths and NKCAA staff in developing and implementing an Individual Employment Plan (IEP) for each enrolled youth and determining the appropriate services related to that IEP.
- Assisting NKCAA staff in case/care management of the enrolled youth
- Facilitating linkage and collaboration between NKCAA and other outside entities for any required program services not directly provided by Skills U.

**COMPENSATED SKILLS U PROGRAM SERVICES**

NKCAA will compensate Skills U for providing the services and program elements to appropriate enrolled youths detailed below, at the rates indicated.

NKCAA will pay fees to Skills U for specific professional services Skills U provides to the Opportunity Youth Program, as listed in this agreement. Compensate Skills U for some of the costs of collaborating and providing service tracking and monitoring information to NKCAA staff. NKCAA will pay for only those services and costs specifically identified in this agreement, at the rates identified in this agreement. The services and costs for which NKCAA will pay Skills U and the cost basis for these payments are:

- Resume Preparation at a rate of \$20.00 per unit up to a maximum total amount of \$200.00.

**Skills U** will not be paid or reimbursed by NKCAA for any other services provided by Skills U under this agreement.

**PRICES OF PROGRAM ELEMENTS AND SERVICES**

The set prices of services or other program elements may be established by adding them to this section of this Attachment, confirmed by the signatures of both partners.

These prices may be revised, updated, supplemented or replaced in full by mutual written consent of NKCAA and Skills U at any time during the period in which the Agreement is in force.

**SIGNATURES**

The agreement of both parties to the terms and prices identified in this Attachment are attested to by the signatures below.

**Skills U**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Title*

**Northeast Kentucky Community Action Agency, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Title*