

## MEMORANDUM OF AGREEMENT

*This Memorandum of Agreement is entered into by and between the Cumberland Workforce Development Board (CWDB) and the Lake Cumberland Area Development District (LCADD) to establish a contract for Direct Service Provider.*

*The Cumberland WDB and the Lake Cumberland ADD agree to the following:*

### **I. Scope of Work**

In order to fully implement the tenets of the Workforce Innovation and Opportunity Act (WIOA) in the Cumberland Workforce Area, the LCADD will provide a Direct Services to support the CWDB in said implementation.

*The LCADD activities/responsibilities will include, but will not be limited to, the following:*

- Adults and Dislocated Workers (including displaced homemakers) who meet the requirements for WIOA services.
- Individuals seeking specialized services such as Veterans, former offenders, substance abusers, non-high school/high school equivalency diploma graduates, individuals with multiple barriers to employment (including older individuals, low-income individuals, people with limited English-speaking ability or cultural barriers, and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Assistance.
- Former WIA and WIOA enrollees to whom follow-up services are to be provided.
- Out-of-school youth who need referral to appropriate service providers or other career services.
- Employers seeking workers, labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, participating in regionally determined and organized industry sector and career pathways initiatives, needing assistance to avoid layoffs or reduction in force.
- The general public (the universal customer) seeking use of the facility, access to resources for job hunting, and other services as part of the array of career services under WIOA and other applicable programs.
- Proactively establish and develop relationships and networks with all size employers and their intermediaries.
- Be knowledgeable about all regional and state workforce resources and be able to coordinate these resources to provide streamlined services to employers.
- Represent workforce resources to perspective economic development clients.
- Be knowledgeable about and able to interpret labor market information and data.
- Collaborate with KCC partners to custom design and deliver responsive solutions for employers.
- To develop, convene, or implement industry or sector partnerships.
- Adult and Dislocated Worker Activities include: eligibility determination; outreach and intake; initial assessment of skills; supportive service needs; job search and

placement assistance; career counseling; provision of information on in-demand occupations and non-traditional employment; recruitment and other business services for employers; referrals to other KCC partner programs and other available programs in the community; provision of labor market information; information on supportive services available through other programs; information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA; comprehensive skills assessments; in depth interviewing and evaluation of barriers to employment; development of an Individual Employment Plan; group counseling; career planning; short term prevocational services; soft skills training; work experience; financial literacy; out of area job search; training services; occupational skills training; supportive services; One-the-Job training (OJT); work-based learning; incumbent worker training; private sector training programs; skill upgrading and retraining; job readiness training; adult education and literacy activities and follow-up services.

- Youth: provide an objective assessment of the academic levels, skill levels, and service needs of each participant.
- Provide service strategies for each participant.
- Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential.
- Provide preparation for post-secondary educational and training opportunities.
- Provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials.
- Provide preparation for unsubsidized employment opportunities, in appropriate cases.
- Provide effective connections to employers in attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Summer employment opportunities and other employment opportunities available throughout the school year;
- In-demand industry sectors and occupations of the regional labor market.
- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of Pre-apprenticeship programs;
- Internships and job shadowing;
- On-the-job training opportunities; and
- Work-based learning;
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Supportive services.

- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- Follow up services for not less than 12 months after the completion of participation, as appropriate.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Financial literacy education.
- Entrepreneurial skills training.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Activities that help youth prepare for and transition to post-secondary education and training.

*The CWDB activities/responsibilities will include, but will not be limited to, the following:*

- Provide on-site and daily supervision and guidance on behalf of the LCADD.
- Reimburse the LCADD on a monthly basis for personnel-related costs for said staffing support.
- Reimburse the LCADD for any expenditure related to staff who retire under the CERS Standard Sick Leave Credit plan and purchase service credit for up to six (6) months of unused sick leave toward retirement eligibility and health insurance benefits.
- Reimburse the LCADD for any expenditure related to staff who retire or terminate employment with the LCADD and are reimbursed for Annual Leave accumulated prior to the employment by the LCADD.
- Notify the LCADD of WIOA monitoring or technical assistance visits by state or federal agencies.
- Provide and maintain computer equipment, a work station, and necessary supplies needed for staff.

## **II. Pricing**

***NOTE: Pricing numbers and percentages are tentative pending final approval by all parties.***

The LCADD will be compensated for their services as described above in an amount not to exceed \$974,611.12.

The LCADD will invoice monthly for reimbursement of personnel-related expenses solely based on the above board support to the CWDB.

## **III. Standard Terms and Conditions**

**Effective Date:**

The effective date of this Agreement shall be January 1, 2018 through June 30, 2018.

**Renewals:**

This MOA is valid from the date of execution until June 30, 2018. The MOA may be adjusted or extended based on adjusted timelines and the Agreement may be renewable each year, upon the agreement of both the CWDB and the LCADD.

**Choice of Law and Forum:**

All questions as to the execution, validity, interpretation, construction, 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 Russell or Franklin County Circuit Court of the Commonwealth of Kentucky.

**Dispute Resolution**

The CWDB at times, may have a disagreement about some matter with a one-stop operator that falls outside of the scope of the Memorandum of Understanding and that they are unable to resolve. In this case they can document the issue and the efforts they have made to resolve it. They can submit the documentation to the Workforce Development Council (WDC). The WDC Chairperson and the Chief Local Elected Official (CLEO) will meet with the parties involved in the dispute in order to attempt to resolve the issue. The WDC Chairperson and the CLEO will issue a written recommendation for resolving the issue.

**Amendment**

This Agreement may be amended at any time by the written, signed consent of all the parties.

**Severability**

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

**Termination**

Either party may terminate this agreement for any reason by providing written notice to the other agreement shall not in any manner modify or impair the foregoing general power of termination of the CWDB.

**Invoices for Fees:**

The LCADD shall maintain supporting documents to substantiate invoices.

**Purchasing and Specifications:**

The LCADD certifies it will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor attempt in any way to influence any purchasing of services, commodities, or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, LCADD is construed to mean that if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then LCADD is construed to mean any person with an interest therein.

**Conflict-of-interest Laws and Principles:**

The LCADD certifies that it is legally entitled to enter into this contract with the CWDB, and by holding and performing this contract, LCADD will not be violating either any conflict of interest statute (KRS 45A.33-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics relating to the employment of former public servants.

**Access to Records:**

The LCADD, as defined in KRS 45A.030 (9), agrees that the CWDB, LCADD, Education and Workforce Development Cabinet, the Finance and Administration Cabinet, the Auditor of Public Accounts, 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 64.870 to 61.884.

**Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, 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 LCADD agrees as follows:

1. The LCADD will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The LCADD 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 LCADD 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, 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 LCADD 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 LCADD will, in all solicitations or advertisements for employees placed by or on behalf of the LCADD, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age, or disability.
3. The LCADD 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 LCADD's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LCADD 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 LCADD 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 LCADD 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 LCADD'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 LCADD 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 LCADD will include the provisions of paragraphs one (1) through seven (7) of section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issues 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 LCADD 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 LCADD becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the LCADD may request the United States to enter into such litigation to protect the interests of the United States.

#### **Firewalls**

No employee or officer may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee or officer, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible benefit from a firm considered for a contract. The officers and employee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or other parties. Disclosure statements will be secured from staff, board members, committee members, LEO's and contractor's to indicate actual or perceived conflict of interest.

Individuals or entities responsible for monitoring direct services and/or one stop operations shall not participate in direct services and /or one stop responsibilities.

Individuals or entities that intend to compete for contracts under WIOA shall not participate in writing, evaluating, selecting or awarding the contract.

Separation of duties between the One-Stop Operator, Fiscal Agent, Board Staff and Direct Service will be clearly delineated by CWDB via a written agreement between the CLEO and CWDB (see attached separation of duties).

**IV. Approvals**

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

**LAKE CUMBERLAND AREA DEVELOPMENT DISTRICT:**

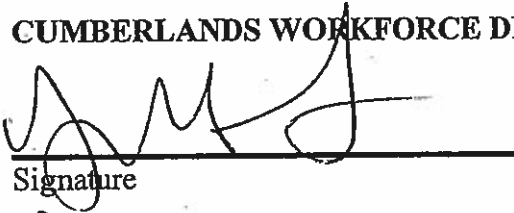
  
Signature

Darryl McGaha  
Printed Name

Executive Director  
Title

12/12/17  
Date

**CUMBERLANDS WORKFORCE DEVELOPMENT BOARD:**

  
Signature

Daryl Hammond  
Printed Name

Chairman  
Title

12/12/17  
Date

## Attachment B: Budget Line Item

### LINE ITEM BUDGET

Two Separate Line Item Budget forms required  
 Include budget for WIOA Title I Career Services Provider

Line Item	Administrative Amount	Program Amount	Total
Staff Salary	21,179.05	378,334.15	399,513.20
Staff Fringe	12,409.63	248,192.53	260,602.16
Travel – In state	826.93	16,538.58	17,365.51
Travel – Out-of-state	500.00	10,000.00	10,500.00
Staff Development			
Outreach		1,000.00	1,000.00
Equipment	565.67	11,313.48	11,879.15
Dues/Subscriptions		9,100.00	9,100.00
Computer Software			
Office Supplies, Printing and Copying		34,296.61	34,296.61
Postage/Courier Service		850.23	850.23
Rent	2,225.00	44,500.00	46,725.00
Educational Materials			
Indirect (not to exceed 8% of total salary and fringe) <sup>1</sup>	8,703.77	174,075.69	182,779.26
<b>TOTAL</b>	<b>46,410.05</b>	<b>928,201.07</b>	<b>974,611.12</b>

#### Administrative Costs

The personnel and operating costs, direct and indirect, associated with overall management and administration of the Cumberlands Workforce Development Area and KCC System, which are not directly related to the provision of services to participants or otherwise allocable to the cost category of Program, are classified as Administrative costs. The Board seeks to identify a Direct Services Provider who can provide services with minimal administrative costs to the budget.

#### Program Costs

All costs incurred for the provision of contract functions and activities are classified as program costs.  
 Note: Reimbursement of Administrative costs is limited to no more than five percent (5%) of the total proposal budget.

Note: Include Budget Narrative that provides the detail of each line item.

Indirect Costs:

$$\underline{27.784210243 \% \text{ Rate}} \times 626,526.68 = \text{TOTAL } \underline{174,075.49}$$

$$\text{Indirect Costs Subtotal } \underline{182,779.26}$$

<sup>1</sup> AMENDMENT CHANGE: TPMA will not restrict a % for indirect costs. When completing this attachment, please explain, in detail, the indirect costs of your proposal. This mathematical equation has been included on this page in red.



## BUDGET NARRATIVE

**Staff Salary** – Salaries for 14 Career Managers to deliver Adult, Dislocated Worker, Youth and TRADE services and Program Manager, Business Services Coordinator, TRADE/Rapid Response Coordinator, Youth Services Coordinator and Program Monitor. 2 Youth Career Managers are on Personal Service Contract. \$379,334.15

**Staff Fringe** - Health, Life and Disability Insurance, Retirement, FICA Medicare, Unemployment Insurance. \$248,192.53

**Travel-In-State** – Travel from one office to another and to LCADD. Mileage reimbursement is set using the current state rate. \$16,538.58

**Travel- Out-of-State** – Travel to conferences or training. \$10,000.00

**Outreach** – Brochures, Website upkeep \$1,000.00

**Equipment** – Computers, per LCADD policy any purchase over \$500 must be approved by the Executive Director. \$11,313.48

**Dues/Subscriptions** – Membership to Chambers of Commerce, SHRM's and Conferences. \$9,100.00

**Office Supplies, Printing and Copying** – phone, copy paper, printer leases, copier leases, general office expenses, telephone lines. \$34,296.61

**Postage/Courier Service** – Postage for mailings to participants and LCADD. \$850.23

**Rent** – Leases of office space at Career Center One-Stops, Affiliate Sites and offices. \$44,500.00

**Indirect** – Percentage of Salary of Executive Director, annual reports, janitorial, utilities, equipment maintenance and other items as outlined in cost allocation plan in attachment F. \$177,464.54

**Administration** – Salaries for accounting, payroll, financial reporting to state, personnel management, audit and oversight of program. \$21,179.05 Fringe – Health, Life and Disability Insurance, Retirement, FICA Medicare and Unemployment Insurance \$12,409.63 Travel In State – One Stop visits \$826.93 Travel Out of State – Administrative functions \$500.00 Rent – space for administrative staff \$2,225.00

**Balance of funds made available to this RFP \$1,125,388.88 will be used by the CWDB to obligate training funds through ITA's, OJT's, Youth Work Experience and other services deemed necessary.**