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Broome-Tioga Workforce New York

ON-THE-JOB TRAINING

POLICIES AND PROCEDURES MANUAL

***Funded under Title IB
Of the
Workforce Innovation and Opportunity Act (WIOA)
Revised July 2019***

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I. PURPOSE OF THE ON-THE-JOB TRAINING PROGRAM

On-the-Job Training (OJT) is one of the allowable program activities authorized by the Workforce Innovation and Opportunity Act (WIOA).

OJT is conducted by a private or public sector employer. It occurs while an individual is engaged in productive work learning the skills and information necessary for full and adequate performance on the job.

The two unique features of an OJT program are:

1. The individual begins training as a new employee or an incumbent worker begins training for a new position.
2. The individual receives training at the workplace, under appropriate supervision, thus acquiring occupational skills and knowledge in an “on-the-job” training environment.

An OJT program is appropriate for employers who have difficulty filling their skilled labor force needs with qualified, experienced workers, or who want to upgrade their current workforce. Employers may use an OJT in these instances by training eligible WIOA clients. Reimbursement is provided to the employer to pay for the extraordinary costs of such training because these costs exceed the expenses normally incurred in training individuals normally hired for the position.

Despite the benefits to employers who participate as an OJT Employer, the focus of the OJT program is on the individual. OJT is designed to provide an opportunity for WIOA eligible individuals to receive the training necessary to acquire skills and knowledge that will enable them to maintain unsubsidized employment and job advancement.

When administered correctly and operated properly, OJT provides the most direct opportunity for unsubsidized employment for WIOA clients.

II. EMPLOYER MARKETING AND ELIGIBILITY FOR ON-THE-JOB TRAINING PROGRAMS

Recruitment and marketing strategies include utilizing the OJT Fact Sheets and OJT brochures and information sheets developed for promotional purposes. In addition, OJT will be marketed during conversations with employers regarding any of our business services. OJT will be discussed with various community partners to assist in the promotion throughout the local area.

OJT Business Application Process

1. Employers will inquire about the OJT program, the OJT Specialist will then provide the employer with the Preliminary Review Form, Responsibility Questionnaire and the Federal Certifications along with a list of the minimum requirements for the OJT program.
2. Employers will submit the Preliminary Review form along with their completed Responsibility Questionnaire to the OJT Specialist for review. If there is a “yes” response on the Questionnaire, the employer must provide a full explanation on their letterhead to be reviewed by the OJT Specialist. If the employer has already submitted a Responsibility Questionnaire within the past 12 months, then they will only need to complete the Attestation form.
3. The OJT Specialist will submit the due diligence request to NYS Dept. of Labor (ojtduediligence@labor.ny.gov), confirm the employers registration with NYS Division of Corporations (http://www.dos.state.ny.us/corps/bus_entity_search.html) and check the Federal OSHA records (<http://www.osha.gov/pls/imis/establishment.html>)

4. The OJT Specialist will complete the Trainee Referral Form and submit to the Employment Counselor.
5. The Employment Counselor will contact the trainee for the OJT assessment appointment
6. An on-site review is completed at the Employer's location to collect information for the contract and to ensure that the business will afford a viable on-the-job training opportunity
7. The OJT Specialist will work with the Business and Employment Counselor to develop and complete the contract based on due diligence approval and appropriateness of the OJT

In general, employers are eligible to participate as an OJT Contractor/Employer if they have been unable to meet their skilled labor force needs through normal recruiting procedures.

Employers selected as OJT contractors must meet the following program guidelines:

1. The employer must provide information such as their Federal Employer Identification number to demonstrate that they are a legitimate employer, with full-time employees, and conducting their trade or business at an appropriate work site.
2. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
3. The employer must not utilize an OJT contract to displace currently employed workers or to reduce the hours of those employed below their normal schedule.
4. An OJT contract cannot be written for a position in which a worker is currently on layoff or for a position that will deny a current worker promotional opportunities.
5. OJT must be conducted at the employer's place of business, or off site, under the supervision of the employer's personnel, and may not be subcontracted.
6. OJT contractors may not include employers who have relocated, either in whole or in part, if such relocation resulted in the loss of employment for any employee of the company at the original location.
 - a. An establishment has relocated if any of its operations have moved from facilities located in one labor market area within the United States and its territories to a new or expanding facility in another labor market. As a rule, this restriction extends for a period equal to 120 days following the commencement or the expansion of the relocating company.
 - b. The Broome Tioga Workforce NY has established a pre-award review process to verify that a new establishment is not relocating employment from another area. Procedures for completing this pre-award review follow. Reference is made to attachment Number 2, Pre-Award Review for Relocating Establishments.
 - c. Whenever there is an inquiry from a new employer regarding the development of an OJT contract, the OJT Specialist will complete a Pre-Award Review included with these procedures as ATTACHMENT NUMBER 2 to confirm that the company has not relocated from another labor market area. If the Employer indicates on the Pre-Award Review that the business has relocated any of its operations, then the OJT Specialist will have the Employer complete in full the Pre-Award Review for Relocating Establishment form.

- d. The purpose of this review is to ascertain whether the relocating employer has caused a loss of employment at its original location. The WIOA regulations require that a period of 120 days elapse before an OJT contract can be written. If the relocation has not caused unemployment, the Workforce NY is permitted to develop a contract.
 - e. If the Employer has relocated within 120 days Questions 1-11 of the Pre-Award Review form are to be completed by the employer. The OJT Specialist may assist and may even complete this form with the employer during an on-site visit.
7. As a rule, no more than 33 percent of a company's workforce may be enrolled in OJT at any one time. Waivers to this policy may be extended where economic development circumstances such as major plant expansions or start-ups exist.
 8. The training of an individual in circumstances where there is a sole proprietor may be allowed if the employer can demonstrate that sufficient training and supervision will be afforded the OJT Employee/Trainee. Any Employer with four or less employees may be considered for one trainee.
 9. OJT contracts will be permitted with a company where current Workforce Development Board members are employed, or otherwise have a financial or personal interest. The Workforce NY Executive Director shall be informed about the type and number of these contracts.
 10. OJT jobs can be developed with private for-profit and not-for-profit businesses. An OJT contract may be developed for a public sector employer, (excluding Federal agencies and the Postal Service), provided there is a budget item for the position at the completion of the OJT contract.

All persons providing training to the trainee will be listed in the Contract in the Training Staff portion of the Training Outline. To assure that trainees are receiving instruction and feedback on work performed, at least one of the specified trainers shall be accessible in person to the trainee at the work site a minimum of 50 percent of a standard workday throughout the training period.

11. Per Sec. 181 of the Workforce Innovation and Opportunity Act (WIOA), Individuals in On-The-Job-Training or individuals employed in activities under this title shall be compensated at the same rates, including periodic increases, as trainees or employees who are in similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law. Trainees must also receive the same working conditions and benefits as those in similar employment. The anticipated reimbursement of wages must not be used to provide higher wages to trainees than employees in similar positions not covered by the OJT program.

(The following is a guide to determining eligibility for businesses, which have previously participated in OJT contracts, or similar sponsored training activities.)

12. If the employer was previously involved in an OJT training program or similar training activity, prior performance will be utilized to assist in determining contract approval. The specific criteria to be used are as follows:

- a. The employer will provide information regarding the status of participants trained under these contracts. This will include:
 - i. The number of individuals who participated in programs; and
 - ii. The number of participants who completed training and continued employment with employer, current wages, and current job titles
 - iii. If an employee leaves, will provide end date and reason for leaving
 - iv. If appropriate, the employer will be asked to provide a narrative to explain a lower retention rate of participants compared to other employees in a similar position. For example, participants may have quit voluntarily or may have been terminated for cause or unforeseeable changes in business conditions.
- b. In determining employer eligibility for multiple contracts, the following circumstances need to be considered:
 - i. The employer has demonstrated “satisfactory performance” in previous OJT or other training programs;
 - ii. For employers wishing to obtain more than 5 contracts within a program year, satisfactory performance will be measured by an employer retaining at least 80 percent of its trainees beyond the length of the OJT contract for a preferred period of 3 months
- c. If the employer has not exhibited a pattern of providing participants with long-term employment or comparable wage the employer will be disqualified from OJT program for **one (1) year**. After the one-year disqualification, the employer may again be evaluated for OJT program participation if a good faith effort has been made to correct previous problem.

III. OCCUPATIONAL QUALIFICATIONS

In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for On-the-Job training. The following guidelines will determine occupations that are eligible for OJT.

1. The occupation must be one in which there is anticipated demand.
2. The position must not be intermittent or temporary. Temporary employment is defined as employment with a pre-determined end-date, or employment, which does not provide similar benefits as compared to regular employees.
3. The position must not involve compensation in the form of commission as the source of reimbursement to the OJT Employee/Trainee.
4. The position must not include political or religious activity.
5. The position must have career advancement potential.
6. The occupation must be one in which specific occupational training is a pre-requisite for employment. The occupation must require at least four (4) weeks of training to reach a level of performance, which indicates that the trainee is progressing toward an acceptable level of productivity. Priority should be given to high skill occupations appropriate for participants who require long-term training.

7. The position must provide a minimum weekly number of hours totaling 30 (or other specified number of hours with approval of the County Workforce Director \ Manager). Waivers to this policy are allowable for individuals with disabilities and older workers (55 years and older), youth and, when appropriate, those individuals covered under the current BT Priority of Service policy.
8. Continued employment in the position may not be dependent upon a test (i.e. Civil Service Test or physical exam).

IV. CLIENT ELIGIBILITY

- Must meet BTWDB current Self-Sufficiency Policy requirements for training eligibility
- The participant must meet the current eligibility criteria as defined by the WIOA under the Adult, Dislocated Worker or Youth definitions.
- The individual must receive an IEP (Individual Employment Plan), which documents that an OJT is an appropriate activity. The participant should express an interest in the area of training and possess the ability and aptitude to learn the skills offered by the training program.

1. Client Recruitment and Assessment

The Workforce NY is responsible for client intake and referral, and will evaluate the client's appropriateness and job readiness for OJT.

- a. A client is considered to be OJT-ready and will be provided an OJT letter if he or she:
 - i. Has identified an occupational area for which immediate employment is a realistic goal;
 - ii. Has the interest and aptitudes necessary to begin an OJT position in a specific occupation;
 - iii. Has resolved or has plans to resolve such employment barriers as transportation, day care, housing, health, or other barriers that can prevent successful OJT participation;
 - iv. Has a positive attitude toward working and is eager to begin OJT participation;
 - v. Will obtain or approach program wage goals at the completion of the OJT contract;
 - vi. Does not lack the basic skills needed to perform on the job. Such basic skills can include math, reading, understanding the English language and others that are necessary to begin OJT training;
 - vii. Does not have significant prior experience and/or education in the occupational area for which OJT is being considered; and
 - viii. Lacks the specific occupational skills required for employment.
- b. OJT will not be considered appropriate for individuals who are presently on temporary lay-off and are expecting to be recalled by their former employer.
- c. An OJT will not be considered appropriate for former full time permanent employees of the employer. An OJT may only be considered if the former employee is being hired back in a different capacity/job duties that they have not performed previously.
- d. OJT is not appropriate for individuals awaiting other program activity participation (e.g. Classroom Training). OJT is not to be treated as a temporary program activity.
- e. It is the responsibility of the Career Specialist to ensure that an appropriate and complete Individual Employment Plan (IEP) is prepared for every client considered for OJT participation. All of the elements listed above must be contained on the IEP and documented in OSOS as to the appropriateness of the OJT referral, placement and the training length determined for the OJT Employee/Trainee.

- f. The IEP not only assists in documenting activity but also provides the client with an understanding of the WIOA training activities that he or she will progress through in order to eliminate barriers to long-term employment. The Workforce NY Career Specialist and the client are expected to sign the IEP.

2. OJT Job Development

- a. The Workforce NY Career Specialist determines that an OJT position is an appropriate course of action for the jobseeker (and this determination is documented in the IEP). OJT development begins with the jobseeker and progresses through job development in which qualified employers are located and OJT contracts written. It is projected that the Workforce NY Business Services team will refer potential job openings to the Career Services team.
- b. Reverse referrals are permitted. This may occur when a potential client is referred to WIOA for eligibility and certification for OJT participation from an employer or other agency. This type of contracting will be permitted only when:
 - i. The client progresses through the intake process as would any other client; the completed IEP indicates OJT is necessary for the client to perform the work associated with the occupation; and
 - ii. The prospective OJT Contractor/Employer meets all of the requirements contained in this Policies and Procedures Manual.
 - iii. The practice of reverse referrals will be closely monitored to ensure that it is practiced as to the procedures outlined above.
- c. The appropriateness of referrals to OJT positions must be substantiated by an assessment of the client's needs, interests, education, and previous work history. In instances where the client possesses previous work experience in the same or substantially similar job, the OJT Specialist will take such information into consideration when reviewing the training outline prepared by the employer and in determining an appropriate length of training time. *(If in fact, an OJT training program is allowed.)*
- d. The OJT will also take into consideration the education and previous training of the client in evaluating the training design.
- e. OJT will not be allowed for clients who were previously employed by the prospective OJT contractor/Employer in the same or similar job.
- f. OJT will not be allowed in situations where an individual has been hired by the employer prior to the execution of an OJT contract, except for cases where the individual is deemed eligible and appropriate for OJT as an incumbent worker.

V. EMPLOYEES of a CURRENT EMPLOYER

- 1. OJT contracts may be written for training of workers of a current employer, if the employee is not earning a self-sufficient wage as determined by the Broome Tioga Workforce NY Board. The Workforce NY Career Counselor should process a current employee and determine the need for training based on the identified or stated skills gap of the job to which the employee is transferring or being promoted. The OJT relates to the training for a lateral transfer or promotion into a different job title which will utilize different or upgraded skills not currently held by the current employee.

VI. DETERMINING TRAINING LENGTH

The allowable length of on-the-job training for an employer is based upon several guiding principles, including the following:

1. OJT training is provided in order to enable an individual to become skilled and knowledgeable while on-the-job and competitive with co-workers. It is not intended to necessarily last until the individual is 100 percent productive or proficient in the occupation;
2. The OJT training outline provided by the employer is one of the determinants for training length. It should be prepared by the employer in as much detail as possible. The OJT specialist may assist the employer in his or her development of the training outline.
3. Because OJT is primarily client-focused, the individual's Individual Employment Plan (IEP) should document OJT as the preferred program activity for the client and should contain a description of the skills, knowledge, education and work experience already possessed by the client. The training outline must be developed in consideration of these factors.
4. In theory, the appropriate training length for OJT programs should be determined by utilizing information from the above three areas. For example:
 - a. An employer has an OJT position for a "Word Processor". The employer expects that the OJT Employee/Trainee will be able to produce a certain quantity of work each day within an acceptable error rate.
 - b. The employer has agreed to hire and train a WIOA-eligible client who has some typing ability, but who also has no experience in word processing. The employer originally requested a training length that would allow the OJT Employee/Trainee to become 100 percent proficient. The actual training length allowed is less than that requested by the employer but is sufficient to enable the OJT Employee/Trainee to become productive. Since the client has some basic typing ability, this skill training area is not included in the training outline.
5. In practice, this method of determining training length may become very subjective and would be successful only to the extent that staff is diligent and comprehensive and consistent in this process.
6. In recognition of this, the Workforce NY has established Job Zone Levels (See attachment #2 for each individual considered for OJT training).
 - a. The OJT Specialist completes the identifying information by recording the name of the OJT Employee/Trainee, the OJT Contractor/Employer and the job title for the occupation in which employment and training is to be offered.
 - b. The OJT Specialist determines the O*NET Job tile and code for the occupation.
 - c. The OJT Specialist determines the Specific Vocational Preparation (SVP) level associated with the O*NET Code.
 - d. The OJT Specialist will then evaluate the OJT Employee/Trainee's previous work experience and education and training background to reduce the unadjusted training hours.

- e. In instances where the OJT Employee/Trainee has a disability that requires training time in excess of that required of an individual without such a disability, the OJT Specialist may determine that additional hours are justified and will contribute to the success of the OJT program.
7. Under no circumstances shall the amount of OJT reimbursement exceed six (6) months of total training hours (not including unavoidable and/or authorized absences including holidays, vacations, illness, temporary plant shutdowns) or 499 hours for part-time training, including any additional time spent in related classroom training during which wages are paid to the OJT Employee/Trainee by the OJT Contractor/Employer. Part time training would only apply to disabled individuals unable to work full time.
8. The Workforce NY will not reimburse wages beyond 40 hours per week.

VII. TRAINING OUTLINE

1. The employer is expected to complete the training outline utilizing the maximum hours allowable. The OJT Specialist will be expected to work with the employer to shape the training outline to the needs of the OJT Employee/Trainee. In this regard, the training outline will take into account the relevant skills, knowledge, experience, and education of the client as documented on the IEP.
2. The training outline must clearly state the specific units of knowledge and skills, which will be required during the training period. It must list these skills and units of knowledge in the sequence in which they are to be taught and identify the approximate number of hours of training time to be devoted to each.
3. In addition, the training outline must identify performance standards that should be achieved for each skill and knowledge area and the performance criteria that will be used to evaluate the OJT Employee/Trainee's progress and achievement.

VIII. OJT CONTRACT

1. The OJT contract must be executed the day of or prior to the trainee commencing employment.
2. All OJT contracts must be reviewed and approved by the County Workforce Director / Manager prior to the trainee commencing employment.
3. Two original copies are to be signed by both the employer and the County Workforce Director/ Manager.

4. OJT CONTRACT- SHARED FUNDS:

When funding is limited/low for one agency, shared funding can be used for an OJT contract. The Shared Funding OJT contract (Attachment) will be utilized for the OJT.

1. Eligibility, screening, training outline, contract execution and reimbursement remain the same as the stated in this policy

IX. TERMINATION CLAUSE

CHANGES:

The Broome Tioga Workforce NY will void the OJT contract with no reimbursement of wages or related expenses of a trainee for the following reasons:

- 1) If trainee is terminated by the employer within the first 10 days of employment. The trainee must complete a full consecutive 10 days of employment from the contracted start date for reimbursement to be claimed
- 2) If the trainee resigns or gives notice of resignation prior to the completion of the first full consecutive 10 days of employment.
- 3) If at any time during the OJT contract period, it is determined by Broome-Tioga Workforce that the training components of the contract are not being met by the employer

X. OJT CONTRACT DISTRIBUTION

Once the OJT contract has been executed, it will be distributed in accordance to the policies of the county in which the One Stop Center resides

XI. OJT CONTRACT VOUCHERS, PAYMENTS & W-9

1. Employers will be provided vouchers to submit for the trainee's wage reimbursement. The employer may submit vouchers on a monthly or bi-monthly schedule.
2. Final claims for re-imbursement must be received within 60 days of the end of the contract.
3. The maximum reimbursement rate for OJTs is the greater of (1) 50% or (2) the maximum percentage allowed by federal and state policies of the wage amount. The maximum allowable cost for grant-funded On The Job Training programs is \$10,000 per trainee. Broome Tioga Workforce NY may provide OJT funding greater than \$10,000 if authorized by individual grants.
4. OJT will not cover the participant for the cost of items such as uniforms, work-related tools, equipment, licensing fees, training-related books or additional coursework related to the training occupation.
5. A W-9 Form must be completed by the employer and provided to the program's accounting staff to facilitate payment.

XII. MONITORING

1. In addition to the Broome Tioga Workforce NY general oversight measures, which include periodic on site service visits or phone calls to Employers, the Workforce NY will also conduct on site compliance reviews of the OJT contracts.
2. On site or phone service visits are to be done by the OJT Specialist originating the contract or other designee of the County Workforce Director / Manager. The representative shall utilize the "OJT Service Visit or Maintenance Report" (Attachment 6).

3. Initial service contact is to be conducted within 2 - 4 weeks of contract date. Any additional phone or on site visits shall be determined by the OJT specialist. Training length of program, employer and trainee involved should be the minimum considered when determining the number of visits.

XIII. CONTRACT MODIFICATIONS

From time to time, OJT contracts may require changes for which a formal modification is necessary. This section explains when such modifications are required, circumstances under which modifications may not be made, and the format and instructions utilized to prepare and execute these changes.

1. Types of Modifications

- a. Adding or Deleting OJT Contract Slots
- b. Extending the End Date of the Contract
- c. Changes in signatories, reimbursement amounts, or corrections of errors found in original contract

2. Unallowable Modifications

- a. Modifications to change the scope of work under the OJT contract under the following circumstances are not allowed.
- b. Any changes in the contract, following the completion of the total training hours detailed in the Contract.
- c. To change the level of reimbursement to the OJT Contractor/Employer as a result of an increase in wages to the OJT Employee/Trainee unless it is demonstrated that trainee was assigned additional responsibilities that expanded original scope of training. In addition, the reimbursement schedule will not be changed as a result of increased hours during the workweek. The OJT Contractor/Employer will continue to be reimbursed based on the original starting wage and for the original number of hours per week that the OJT Employee/Trainee was expected to work.
- d. To increase the number of contracted training hours for the OJT Employee/Trainee who originally started this program

3. Format and Instructions

Only the format included in this section will be utilized to modify existing OJT contracts. The following instructions are in reference to *Attachment Number 4, Contract Modifications*.

- a. Include the contract number, funding source, and effective date as listed on the OJT contract.
- b. Identify the effective date of the modification. Under no circumstances will this date be later than the end date of the original contract or subsequent modifications.
- c. The name of the OJT Contractor/Employer.
- d. Describe the general intent of the modification.
- e. Check the appropriate modification action.
- f. In some cases, it may be more practical to re-write the entire contract rather than change individual pages.
- g. All pertinent pages that change as a result of this modification are to be included.
- h. The Grantor and the OJT Contractor/Employer must sign.

ATTACHMENT NO. 1

PRELIMINARY REVIEW FORM

Broome Tioga Workforce NY
Preliminary Review – Business Application for On-the-Job Training

Instructions: Please complete all items on this application.

1. Business Information

Date- _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ **State:** _____ **Zip Code:** _____

FEIN: _____

Previous Name of Business, if any: _____

FEIN, if different: _____

2. Contact Person

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

3. Business Background

- a. Has your company relocated from another area in the U. S. within the last 120 days?
If so, were there any employees laid off at that former location?
- b. How long have you been in business in this area?
- c. How many full-time and part-time employees do you have?
- d. Are any employees on layoff currently?
If so, how many employees and in what job titles?
- e. Have any WARN notices been filed within the past year?
- f. Has your business sought WIOA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year?

- g. Are jobs expected to last a year or more in the normal course of business?
- h. Are any of the jobs considered for an OJT candidate classified as “independent contractor” positions, or would individuals not be employed by your firm during the entire training period?
- i. Are any of the jobs covered by a collective bargaining agreement?
(If so, we will need to obtain a letter of concurrence from the union(s))
- j. Is your business currently engaged in any labor disputes with a labor organization?
- k. Do any of the jobs pay based upon commissions, tips, piece work or incentives?
If yes, please explain.
- m. What percentage of previous OJT trainees, over the last two (2) years, have completed training and been retained by your firm?
 - 1. Number of OJT trainees:
 - 2. Number of OJT employees retained:
 - 3. Percentage retained:

On-the-Job Training (OJT) Job Description

Trainee Name

**Trainee Phone
#**

Job Title:

**Training
Outline (list at
least 3-5 aspects
of the job they
need training
in)**

**Job
Description:**

Job Location:

**Anticipated
Start Date**

**# of
hours/week**

**Hourly Wage
Rate**

Supervisor:

Title:

**Is this position subject to a Collective Bargaining
Agreement?**

☐ Yes ☐ No

If "yes," specify the name of the
union?

ATTACHMENT NO. 2

PRE-AWARD REVIEW FORM FOR RELOCATING ESTABLISHMENTS

PRE-AWARD REVIEW

The Workforce Innovation and Opportunity Act of 2014 prohibits On-the-Job Training with employers who have relocated their facilities, or portions of their facilities, until 120 days have elapsed since the commencement of operations at the relocated site, if such relocation results or resulted, in a loss of employment for any employee of such establishment at the original location.

In order to be considered for an On-the-Job Training contract, the OJT Representative is conducting this pre-award review to assist in determining if the relocation of your establishment has resulted in such unemployment.

Date: _____

(Name of Business New, Relocated or Expanded Establishment)

Former Name(s) of Relocated Establishment (if applicable)

(Street Address)

(City, State and Zip Code)

(Authorized Representative)

(Title)

_____ New or Existing

_____ Expanded Establishment

_____ Relocated Establishment

Broome Tioga Workforce NY
(171 Front Street
Binghamton, NY 13905)

(Authorized Representative)

(Title)

Please respond to the following inquiries and return them to the Broome Tioga Workforce NY.

OJT QUESTIONNAIRE:

1. What date did your establishment move, or start-up at _____? ____/____/____
(Location)
2. Is this new location a "start-up" and therefore does not negatively effect employment levels at existing Company locations? _____ (if yes, questions #3-11 may be disregarded)
3. From which labor market area did your establishment move? _____
(City, state)
4. How many employees were employed at your previous location? _____
5. How many employees were affected by this relocation? _____
6. How many affected employees were afforded the opportunity to transfer to the new location? _____
7. How many employees actually transferred or have plans to transfer? _____
8. How many affected employees were or are eligible for retirement? _____
9. How many employees actually retired or have plans to retire? _____
10. For those affected employees declining transfer opportunities or ineligible for retirement, what efforts did your company make to provide alternative employment opportunities or otherwise provide separation assistance?

11. How many of the affected workers are eligible for and have applied for unemployment insurance? _____
12. Please provide any additional comments with regard to your company's start-up, or relocation.

Signature of Employer Authorized Representative

Date

Signature of Workforce NY Authorized Representative

Date

ATTACHMENT No. 3.

Job Zone Definitions

Job Zone Definitions

Job Zone 1: Little or No Preparation Needed

Overall Experience--No previous work-related skill, knowledge, or experience is needed for these occupations. For example, a person can become a general office clerk even if he/she has never worked in an office before.

Education--These occupations may require a high school diploma or GED certificate. Some may require a formal training course to obtain a license.

Job Training--Employees in these occupations need anywhere from a few days to a few months of training. Usually, an experienced worker could show such an employee how to do the job.

Examples--These occupations involve following instructions and helping others. Examples include bus drivers, forest and conservation workers, general office clerks, home health aides, and waiters/waitresses.

SVP Range--Below 4.0 [short demonstration to 3 months]

Job Zone 2: Some Preparation Needed

Overall Experience--Some previous work-related skill, knowledge, or experience may be helpful in these occupations, but usually is not needed. For example, a drywall installer might benefit from experience installing drywall, but an inexperienced person could still learn to be an installer with little difficulty.

Education--These occupations usually require a high school diploma and may require some vocational training or job-related course work. In some cases, an associate or bachelor's degree could be needed.

Job Training--employees in these occupations need anywhere from a few months to one year of working with experienced employees.

Examples--These occupations often involve using knowledge and skills to help others. Examples include drywall installers, fire inspectors, flight attendants, pharmacy technicians, salespersons (retail), and tellers.

SVP Range--4.0 to less than 6.0 [over 3 months to 1 year]

Job Zone 3: Medium Preparation Needed

Overall Experience--Previous work-related skill, knowledge, or experience is required for these occupations. for example, an electrician must have completed three or four years of apprenticeship or several years of vocational training and often must have passed a licensing exam in order to perform the job.

Education--Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree. some may require a bachelor's degree.

Job training--Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers.

Examples--These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include dental assistants, electricians, fish and game wardens, legal secretaries, personal recruiters, and recreation workers.

SVP Range--6.0 to less than 7.0 [over 1 year to 2 years]

Job Zone 4: Considerable Preparation Needed

Overall Experience--A minimum of two to four years of work-related skill, knowledge, or experience is needed for these occupations. For example, an accountant must complete four years of college and work for several years in accounting to be considered qualified.

Education--Most of these occupations require a four-year bachelor's degree, but some do not.

Job training--employees in these occupations usually need several years of work-related experience, on-the-job training, and/or vocational training.

Examples--Many of these occupations involve coordinating, supervising, managing, or training others. Examples include accountants, chefs and head cooks, computer programmers, historians, pharmacists, and police detectives.

SVP Range--7.0 to less than 8.0 [over 2 years up to and including 4 years]

Job Zone 5: Extensive Preparation Needed

Overall Experience-- Extensive skill, knowledge, and experience are needed for these occupations. Many require more than five years of experience. for example, surgeons must complete four years of college an additional five to seven years of specialized medical training to be able to do their job.

Education--a bachelor's degree is a minimum formal education required for these occupations. However, many also require graduate school. For example, they may require a master's degree, and some require a Ph.D., M.D., or J.D. (law degree).

Job Training--employees may need some on-the-job training, but most of these occupations assume that the person will already have the required skills, knowledge, work-related experience, and/or training.

Examples--These occupations often involve coordinating, training, supervising, or managing the activities of others to accomplish goals. Very advanced communication and organizational skills are required. Examples include athletic trainers, lawyers, managing editors, physicists, social psychologists, and surgeons.

SVP Range--8.0 and above [over 4 years to over 10 years]

ATTACHMENT No. 4

OJT SERVICE VISIT OR MAINTENANCE REPORT

Broome Tioga Workforce NY On-the-Job Training (OJT)

Progress Report

OJT Contract No:
Report for the Period Ending:

VII. Section 1: Employer Contact Information

Complete the contact information for the Employer.

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
EMPLOYER ADDRESS:	EMAIL:	ALTERNATE TELEPHONE #:

VIII. Section 2: Trainee Information

Complete the information for the trainee including appropriate occupational information.

TRAINEE NAME:		
JOB TITLE:	SOC #:	HOURS/WEEK:
OJT BEGINNING DATE:	OJT END DATE:	TOTAL TRAINING HOURS:
HOURLY WAGE RATE:	REIMBURSEMENT RATE:	MAX REIMBURSEMENT:

Complete if raises are awarded during training.

Revised HOURLY WAGE RATE:	TRAINING HOURS, REVISED RATE:	REVISED MAXIMUM REIMBURSEMENT:
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IX. Section 3: OJT Trainee Progress Report/Employer Section

Complete the evaluation of the trainee for each invoice period. Be as accurate as possible for how the trainee is progressing through his/her OJT training plan. Check the appropriate rating box for each item.

COMPETENCY	RATING				
1. ATTENDANCE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
2. ABILITY TO LEARN	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
3. ATTITUDE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
4. CONDUCT	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
5. MOTIVATION/INITIATIVE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
6. QUALITY AND ACCURACY OF WORK	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
7. QUANTITY OF WORK	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
8. SAFETY PRACTICES	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
9. APPEARANCE/HYGIENE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
10. OVERALL RATING	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT

Section 4: Trainee Feedback Section

Trainee
• Does job match the training outline provided? YES NO
• Who is training you? (Supervisor, Co-worker, specialized trainer)
• Is someone available throughout the day if you have questions?
• Do you have any problems with your job?
• How is your relationship with your co-workers/supervisor?
<i>List or explain other comments or concerns the Broome Tioga Workforce NY should be aware of so that the trainee can successfully complete the training and retain employment</i>
•
•
•

X. Section 5: Trainee Skills Evaluation-SEE attached

Complete and evaluate what was learned during this report period. The “skills to be learned” can be taken directly from the training plan.

SKILLS TO BE LEARNED:	CURRENT CAPABILITY
1.	1: <input type="checkbox"/> 2: <input type="checkbox"/> 3: <input type="checkbox"/> 4: <input type="checkbox"/> 5: <input type="checkbox"/>
2.	1: <input type="checkbox"/> 2: <input type="checkbox"/> 3: <input type="checkbox"/> 4: <input type="checkbox"/> 5: <input type="checkbox"/>
3.	1: <input type="checkbox"/> 2: <input type="checkbox"/> 3: <input type="checkbox"/> 4: <input type="checkbox"/> 5: <input type="checkbox"/>
4.	1: <input type="checkbox"/> 2: <input type="checkbox"/> 3: <input type="checkbox"/> 4: <input type="checkbox"/> 5: <input type="checkbox"/>
5.	1: <input type="checkbox"/> 2: <input type="checkbox"/> 3: <input type="checkbox"/> 4: <input type="checkbox"/> 5: <input type="checkbox"/>

XI. Section 6: Signatures

All parties agree that information provided is accurate.

XII. Authorized Signatures

TRAINEE SIGNATURE AND INFORMATION	EMPLOYER SIGNATURE AND INFORMATION
DATE:	DATE:
TRAINEE SIGNATURE:	EMPLOYER SIGNATURE:
PRINT NAME:	PRINT NAME:
	TITLE:

ATTACHMENT No. 5

OJT CONTRACT

Contract Information Sheet**WDS #****COMPANY INFORMATION**

Business Name:		BC Vendor #:	
Address:	City:	State:	Zip:
Contact Person(s):	Email:		
	Phone:		Work Days:
	Fax:		Work Hours:

SERVICE DELIVERY AREA

Name:			
Address:	City:	State:	Zip:
Contact Person(s):	Email:		
	Phone:		Work Days: Monday-Friday
	Fax:		Work Hours:

ADDITIONAL INFORMATION

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1. GENERAL INFORMATION**WDS #**

Company:		EIN #:	Program Start Date:
Address:			Expected End Date:
City:	State:	Zip:	Standard Work Week Hours:
Primary Contact:	Phone:		Fax:
Email:	Within the last four months has the company started up or expanded operations in this locations? <input type="checkbox"/> Yes <input type="checkbox"/> No (if YES, attach OJT Program Pre-Award Checklist) Company confirms WIOA funds will not be used to relocate operations in whole or in part <input type="checkbox"/> Yes <input type="checkbox"/> No		
Trainee Supervisor:			
Training Facility Loc.:			
Payroll Records Loc			

2. TRAINING PROGRAM DATA

Trainee Name:	Hrly Wage Rate Start Finish	Reimbursement Rate (\$)	Additional Items (i.e., tools)	Max Training Hrs. (Total)	Maximum Reimbursement
OSOS NY#:					
Job Title:	\$	\$	\$		\$
ONET Code or SVP Code:					
Current Self-Sufficiency Wage: \$					

TOTAL \$**3. COLLECTIVE BARGAINING UNIT CONCURRENCE**

Is the occupation in which On-the-Job training is being offered subject to a collective bargaining agreement?
 If "Yes", by signing below the collective bargaining agent grants their concurrence with the On-the-Job training program and the wage rates associated therewith.

Name of Union:	None
Local No.:	Name of Agent or Representative:
Title:	Signature:

4. MODIFICATIONS

This Agreement cannot be modified except by written instrument signed by both parties hereto.

4. MODIFICATIONS

I hereby sign this Agreement in good faith and agree to the general Terms and Conditions, training outline and other attachments hereto, which are made a part of this Agreement. This Agreement is not valid unless countersigned by an authorized representative of the Broome-Tioga Workforce Development System.

Employer:	WDS: Broome-Tioga Workforce NY
Signature:	Signature:
Title:	Title:
Date:	Date:

Training Outline		WDS #
PROGRAM SUMMARY	Name of Employer:	
	Type of Business:	
	Reason for Hiring: (e.g. growth, etc.)	
	Name of Trainee:	
	Statement of Need for Training (skills gap)	<p>Trainee has no experience working with HVAC installation.</p> <p>Based on ONET title, employer feedback on training need, counselor assessment and the trainee's background, the training period of determined in this contract is appropriate for this individual.</p>
JOB DESCRIPTION	Job Title of Trainee:	
	ONET Code:	
	Brief Description of Job:	
TRAINING METHODOLOGY	Describe how the training will be provided: (explanation, demonstration, classroom, etc.)	Hands-on, job shadowing, explanation and demonstration
TRAINING STAFF	Training Supervisor:	
	Primary Trainer:	
	Secondary Trainer:	
	Others providing training:	

Training Outline (continued)	WDS #
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Program Start Date		Listed in the chart below, the main job subdivision in which training will take place. For each training subdivision, list the processes, procedures taught, and equipment used, etc. Also, show the start and end dates, the approximate number of hours, and the methodology used to evaluate progress. (Use additional sheets if necessary.)
Estimated End Dates:		
Total Authorized Training Hours:		

SKILLS / LEARNING OBJECTIVES	APPROXIMATE TRAINING HOURS	START / END DATES	PROGRESS EVALUATION METHOD
Employer Orientation – “Non-Reimbursable”		/	
		/	Observation by Supervision
		/	Observation by Supervision
		/	Observation by Supervision
		/	Observation by Supervision
		/	Observation by Supervision
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OJT On-The-Job Training Program
WDS #
EMPLOYER DATA SHEET

Company Name:			
Persons Receiving Data Sheet:			
Company Representative:			
WDS Representative:			
Data Form completed:			
Type of Business and Main Product:			
Legal Status:	<input type="checkbox"/> Corporate (State)	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Other (Identify):		
Minority Ownership:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of years business in operation:	
Women Owned:	<input type="checkbox"/> Yes <input type="checkbox"/> No	How long in this location:	
Workers' Compensation Insurance Company:	Name:		
	Policy Number:	Coverage Dates:	
Does the company have any of the following:			
Apprenticeship Training Program	<input type="checkbox"/> Yes <input type="checkbox"/> No		
EEO / Affirmative Action Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Written Grievance Procedures	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Personnel Policies and Procedures	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pay Schedule:	<input type="checkbox"/> Weekly		<input type="checkbox"/> Bi-Weekly
	<input type="checkbox"/> Semi-Monthly		<input type="checkbox"/> Other (Specify)
Pay Day and Period Covered:		Period Covered:	
Regular employee performance reviews are completed:			
Total number of employees:		Number of employees at training site:	Ratio of trainees to employees:
At this training site:		For employer as a whole:	If more than 1:3 in ether, please justify:
Which of the following are required of the at:	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Chauffeur's License	<input type="checkbox"/> Own Transportation
	Other Licenses or Certifications (List)		
Is public transportation available at worksite:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the worksite handicap accessible?	<input type="checkbox"/> Yes <input type="checkbox"/> No

EMPLOYEE BENEFITS

The trainee will be provided benefits to the same extent as the employer's regular employees. Please indicate the benefits.

<input type="checkbox"/>	Medical Insurance	%	Paid by employee, available after:	
<input type="checkbox"/>	Life insurance	%	Paid by employee, available after:	
<input type="checkbox"/>	Paid Holidays		Days annually after:	
<input type="checkbox"/>	Sick Pay		Days annually after:	
<input type="checkbox"/>	Paid Vacation		Days annually after:	
<input type="checkbox"/>	Retirement Benefits		Paid by employee, available after:	
<input type="checkbox"/>	Other			
Has this employer participated in funded OJT contracts in the past 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", please identify:	Funding Source:	
			Retention Rate:	
			Number of Contracts:	

PERSONS AUTHORIZED TO SIGN

Time Sheets / Contracts and Modifications	Name and Title:	Signature:
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PROGRAM EVALUATION CHECKLIST

Employer's Name:		Date form Completed:	
Person Reviewing Checklist:		Employer Representative:	

PLEASE CHECK THE APPROPRIATE RESPONSE FOR EACH QUESTION:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The employer understands that the intent of the OJT program is to provide training so the trainee will have a marketable skill. To provide continuous employment beyond the contract training period and in good faith intends to continue the employment of the trainee on a full time basis. The employer reserves the right to terminate the trainee for good cause, and will notify the WDS representative immediately upon any termination.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The job provides for participants an opportunity to which they would normally not have access, and that employer would not have hired participant without the benefit of WIOA funds. The job provides opportunity for advancement within the firm or industry and is not an occupation with excessive turnover.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OJT will take place during the employee's work hours (i.e., during the shift/hours for which the employee was hired) Trainees are provided / will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc., as regular, non-OJT employees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wages to be paid to OJT participants are at least equal to: a) The federal minimum wage (Fair Labor Standards Act) b) The state or local minimum wage for the most nearly comparable employment c) The prevailing rate of pay for persons employed in similar occupations by the same employer d) The minimum entrance rate for inexperienced workers in the same occupation in the establishment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The employer has given assurances that he/she will pay a time and on-half rate for hours worked in excess of forty (40) hours per week. (OJT will not reimburse for anything other than the base hourly wage rate for a standard work week up to 40 hours, less any shift differentials. (Salaried positions: insert N/A in box.) The occupation is a shortage occupation for which a surplus of trained workers does not currently exist.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	No currently employed workers will be displaced by any OJT trainee(s), including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer has been advised of the provisions set forth as paragraph III E of the contract Terms and Conditions and represents that it is not in violation of said provisions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The employer has the necessary facilities, staff, and equipment to provide quality training and the training period will be four weeks or longer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The OJT contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The training activity will not impair an existing contract for services or collective bargaining agreement, and/or no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and the business.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Funds provided to the business to reimburse the costs associated with OJT may not be used to assist, promote or deter union organizing.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OJT trainee(s) will not be: employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or o required to participate in political activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The program will not involve political activities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trainees will not be required to work in premises, which do not meet federal, state and local safety and health regulations. The business will comply with all applicable employment-related federal, state and local laws and regulations
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The business agrees to adhere to the LWIB's grievance process if a complaint arises in connection with the OJT employee and the training.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The employer will comply with the non-discrimination provisions of the Workforce Innovation and Opportunity Act of 2014 and its regulations.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If applicable, Worker Adjustment and Retraining Notification Act (WARN) notices have previously been filed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. Company has operated at current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S and individual(s), employees were not laid off at the previous location as a result of the relocation

Not for Profit and Government Agencies Only:**WDS #**

1. Are the employees of the agency federal, state, or local government employees? If YES, please identify:	
2. Does the agency rely on year-to-year funding for its primary source of income?	
3. What are the funding sources from which the agency derives its budget? Please give approximate percentages.	
4. How many years has this source of funding been available without interruption? Please explain any interruptions that may have occurred.	
5. What is the agency's fiscal year?	
6. When do current funding sources expire?	
7. What is your assessment of how funding functions may affect the permanency of this OJT position?	

I. STATEMENT OF WORK**Scope:**

The Employer agrees to provide the training in the Training Outline through a qualified supervisors) and to ensure that the Trainee is provided with the necessary skills and knowledge essential to the full and adequate performance of the job. The Employer understands that the goal of the program is to enhance the Trainee's prospects of continuing permanent, full time employment upon successful completion of the OJT program. This Agreement must be executed prior to the Trainee's first day of work.

10. II. FINANCIAL**A. Payments:**

The Employer shall be paid monthly, upon submission of properly certified invoices due the **fifth of each month for the previous month**. Invoices submitted must reflect wages earned for hours worked in each calendar month, regardless of when those wages were actually paid. Invoices are to be prepared from payroll records. Payment shall be based on the total on-the-job hours for which wages were paid, excluding payments attributable to benefits such as vacation pay, holiday pay, sick leave, etc. While Trainee may work overtime, reimbursement will only be made for regular working hours, less any shift differential. Copies of Trainee payroll records reflecting all payments made to the Trainee shall be submitted with each invoice. In no event shall total payments exceed the Agreement amount.

The Employer will complete a Form W-9 (Request for Taxpayer Identification Number and Certification) and submit said Form with the first request for reimbursement. Payment will not be processed until a completed Form has been received by the Service Delivery Area's (WDS) Finance Department.

B. Changes:

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument. This provision includes, but is not limited to, modifications or amendments of the Statement of Work.

Request for interpretations of the Agreement provisions shall be directed to the WDS Contracting Officer and must be in writing. No interpretations shall be official or binding upon WDS or the Employer unless it is received in writing from the WDS Contracting Officer.

C. Disputes:

Any dispute arising under this Agreement which alleges a violation of the Workforce Innovation and Opportunity Act (WIOA) or its regulations shall be handled in accordance with the WDS's Grievance Procedure. The Employer agrees that no civil action alleging a violation of WIOA or its regulations shall be filed without first exhausting the administrative remedies described in the WDS's Grievance Procedure, the Workforce Innovation and Opportunity Act (WIOA) as amended, and its regulations.

The foregoing provision does not prohibit either party from filing a civil action or other form of action or complaint for alleged non-WIOA causes of action.

The parties hereto may resolve non-WIOA grievances by arbitration or some other form of dispute resolution process upon which they mutually agree. Certain WIOA related grievances may also be resolved in this alternative manner in accordance with the provisions of the WIOA regulations.

D. Audit and Records Examination:

- (a) The Employer shall, until expiration of 3 years after final payment under this Agreement, maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred in the performance of this Agreement
- (b) The Employer's plants and other facilities, or such part thereof as may be engaged in the performance of this Agreement, and all records pertinent thereto shall be subject, upon delivery of reasonable notice, to monitoring, inspection and audit by the WDS Contracting Officer, the Governor, Secretary of Labor, Inspector General, or Comptroller General, or their authorized representatives. The Employer agrees that such parties shall, until expiration of 3 years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Employer involving transactions related to this Agreement and the right to interview the Employer's personnel regarding such matters. All pertinent records shall be open to inspection and audit and subject to being copied either at the Employer's plants or such part thereof as may be engaged in the performance of this Agreement or, shall be furnished to the WDS Contracting Officer or his/her authorized representative upon request.

E. Trainee Wages:

OJT Trainees shall be compensated by the Employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees, but in no event less than the highest of: the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended; applicable State or local minimum wage laws; local WIOA policy.

F. Reduction of Available Funds:

The Service Delivery Area reserves the right to institute an administrative modification to reduce in whole or in part the moneys provided under this Agreement should available moneys become insufficient to continue contracted levels.

G. Attestation Regarding Employment of Trainee:

The Employer, by signing this Agreement, attests that none of the Trainees referred to the Employer for on-the-job training are presently employed by the Employer nor are they presently on a layoff status subject to recall by the Employer or other like status with the Employer.

11. III. PERFORMANCE OF WORK

A. Start of Work:

The Employer will not start any Trainee at work or begin on-the-job training until an OJT Agreement has been issued and signed by the WDS Contracting Officer or their authorized designee. The Employer understands that OJT funds cannot be authorized after a Trainee has been hired or work has begun.

B. Termination for the Convenience of the WDS:

The performance of work under this Agreement may be terminated, in whole or from time to time in part, by the WDS whenever for any reason the WDS Contracting Officer shall determine that such termination is in the best interest of the WDS. Termination for work hereunder shall be effected by delivery to the Employer of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination become effective.

C. Termination for Reasons for Default:

The WDS may, by written notice of default to the Employer, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (1) If the Employer fails to perform the services specified herein; or
- (2) If the Employer fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the WDS Contracting Officer may authorized in writing) after receipt of notice from the WDS Contracting Officer specifying such failure.

D. Maintenance of Effort:

The Employer sponsored level of training in existence prior to initiation of this project shall be continued and not be reduced in level of effort in any way as a result of this Agreement except for reductions unrelated to the provisions or purposes of this Agreement.

E. Relocation of Employer; Displacement of Employees:

The Employer stipulates and agrees that the establishment in which on-the-job training will be given:

- (1) Has not been moved from any previous location less than 120 days prior to the effective date of this Agreement;
- (2) Is not a branch, affiliate or subsidiary of a business entity in another locations which has, at any time subsequent to the date in (1) above, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in which the entity conducts business operations.
- (3) (a) No currently employed worker shall be displaced by any Trainee (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- (b) No Trainee shall be employed or job opening filled by the Employer:
 - (i) When any other individual is on layoff from the same or any substantially equivalent job, or
 - (ii) When the Employer has terminated any regular employee without cause or otherwise reduced its Workforce with the intention of filling the vacancy so created by hiring a Trainee whose wages are subsidized under the Act.

F. Laws Applicable:

The Employer will comply with all applicable Federal and State and local laws, rules and regulations which deal with or relate to the employment of persons who perform work or are trained under this Agreement.

G. Disclosure of Confidential Information:

The Employer agrees to maintain the confidentiality of any information regarding applicants, project Trainees or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant or Trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Agreement and to persons having responsibilities under the Agreement.

H. Non-Competitive Agreements:

No Employer shall require any Trainee, whose training costs are subsidized in whole or in part with on-the-job training program funds, to sign any non-competition agreement that would limit the future employment of the Trainee in respect to any period of time and/or geographic limit.

I. Subcontracting On-The-Job Training:

The Employer may not further subcontract the on-the-job training provided for under this Agreement.

J. Nepotism:

No member of the OJT employee's immediate family will directly supervise the OJT employee, nor will the trainee supervise an immediate family member. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the OJT employee's spouse.

K. Safety and Health Considerations at Worksite:

The Employer's buildings and surroundings pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of the Employer, also meet the standards set forth in the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA).

L. Sectarian Worksite Prohibition:

No Employer may require or allow an on-the-job training Trainee to work on the construction, operation or maintenance of any part of a facility which is used for religious instruction or worship.

M. Equal Opportunity

The Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Employer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

N. Child Labor

No Trainee under 18 years of age will be employed in any occupation, which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age. (a list of such occupations is published at 29 CFR Part 500, Subpart E).

O. Termination of Trainee

Trainees will not be terminated without prior notice to the Trainee and reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct.

P. Workers Compensation Insurance

All Trainees under this program must be covered by the Employer's workers compensation insurance (or other plan or form of insurance as required or approved by State law) that adequately protects the Trainee in case of work-related injury.

Q. Statement of Employer Personnel Policy

The Employer will provide a copy, if available, of its policies to the Trainee covering, in addition to benefits and grievance procedures, any specific rules or regulations by which the Trainee is expected to abide. If no Employer grievance policy is provided, the WDS policy shall control.

R. Collective Bargaining Agreements

Trainees under this program will not impair existing contracts or collective bargaining agreements and/or, no activity inconsistent with the terms of a collective bargaining agreement will be undertaken without the written concurrence of the labor organization and the business.

Certification Regarding Lobbying, Debarment, Suspension and other Responsibility matters and Drug-Free Workplace Requirements	WDS #
--	--------------

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

A. The applicant that it will continue to provide drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph

(e) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(f) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(g) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (dx2), with respect to any employee who is so convicted.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Investment Act will be American made. See WIOA Section 502 – Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-3 133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

☐ Check here if there are workplaces on file that are not identified here.

The employer agrees that if the NYS vetting process has not been fully completed prior to the trainee's start date and issues were found within the vetting process, this OJT contract would be voided for the entire contracted amount.

The Employer agrees to abide by the provisions of these Terms and Conditions and all applicable WIOA rules and regulations.

As the duly authorized representative of the employer, I hereby certify that the employer will comply with the above certifications.

Employer (Grantee / Sub-Grantee)			
Name and Title of Authorized Representative:			
Signature:		Date:	

ATTACHMENT 5A:

SHARED OJT CONTRACT

(only pages 1 &2 are included, all other pages remain the same as single OJT contract)

1. GENERAL INFORMATION	WDS #
-------------------------------	--------------

Company:	FEIN #:	Program Start Date:
Address:		Expected End Date:
City:	State: NY	Zip: 13827
Primary Contact:	Phone:	Fax:
Email:	Within the last four months has the company started up or expanded operations in this locations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Trainee Supervisor:	(if YES, attach OJT Program Pre-Award Checklist)	
Training Facility Loc.:	Company confirms WIOA funds will not be used to relocate operations in whole or in part	
Payroll Records Loc	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

2. TRAINING PROGRAM DATA

Trainee Name:		OSOS NY #.:	Job Title:		ONET or SVP Code:	
		Hrly Wage Rate	Reimbursement Rate (\$)	Additional Items (i.e., tools)	Max Training Hrs. (Total)	Maximum Reimbursement
FUNDING:	Dates covered:					
TC Chamber	to	\$	\$	\$		\$
Workforce	to	\$	\$	\$		\$

TOTAL \$

3. COLLECTIVE BARGAINING UNIT CONCURRENCE
--

Is the occupation in which On-the-Job training is being offered subject to a collective bargaining agreement?
 If "Yes", by signing below the collective bargaining agent grants their concurrence with the On-the-Job training program and the wage rates associated therewith.

Name of Union:	None
Local No.:	Name of Agent or Representative:
Title:	Signature:

4. MODIFICATIONS

This Agreement cannot be modified except by written instrument signed by both parties hereto.

4. MODIFICATIONS

Employer:	WDS: Broome-Tioga Workforce	Chamber: TC Chamber of Commerce
Signature:	Signature:	Signature:
Title:	Title: Tioga Employment Center Manager	Title: President & CEO
Date:	Date:	Date:

ATTACHMENT No. 6

OJT CONTRACT MODIFICATION SHEET

Broome Tioga Workforce NY
On-the-Job Training (OJT) Agreement
Modification

OJT # _____

Modification # _____

Effective Date _____

1. GENERAL INFORMATION

Company _____

Address _____

Main Telephone _____ Primary Contact _____

EIN # _____

2. CURRENT TRAINING PROGRAM DATA

Trainee Name OSOS NY #	Job Title DOT Code	Hrly Wage Rate Start Finish	Reimburseme nt Rate (\$)	Max. Training Hrs (Total)	Maximum Reimbursement
_____	_____	\$ _____	\$ _____	_____	\$ _____

TOTAL \$ _____

3. This Modification incorporates the following changes: (attach additional sheets if necessary):

4. MODIFICATIONS

This Agreement cannot be further modified except by written instrument signed by both parties hereto.

5. SIGNATURES

I hereby agree to the changes set forth in this modification. All other terms and conditions remain in full force and effect. This Modification is not valid unless countersigned by an authorized representative of the Broome Tioga Workforce NY.

Employer:

Broome Tioga Workforce NY:

Signature Date

Signature Date

Print Name & Title

Print Name & Title

ATTACHMENT No. 7

Responsibility Questionnaire

Responsibility Questionnaire

Instructions – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate¹, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
 - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?
☐ Yes ☐ No
 - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?
☐ Yes ☐ No
 - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - f. A local, state or federal suspension, debarment or termination from the contracting process?
☐ Yes ☐ No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?
☐ Yes ☐ No
- h. A local, state or federal denial of a lease or contract award for non-responsibility?
☐ Yes ☐ No
- i. An agreement to voluntary exclusion from bidding/contracting?
☐ Yes ☐ No
- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?
☐ Yes ☐ No
- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?
☐ Yes ☐ No
- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
☐ Yes ☐ No
- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
☐ Yes ☐ No
- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?
☐ Yes ☐ No
- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
☐ Yes ☐ No
- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
☐ Yes ☐ No
- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?
☐ Yes ☐ No

r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

☐ Yes ☐ No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

☐ Yes ☐ No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

☐ Yes ☐ No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

☐ Yes ☐ No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed:

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

City, State, Zip

Title

Date

Principal place of business if different from address listed above (include complete address):

ATTACHMENT No. 8

Responsibility Questionnaire Attestation Form

Responsibility Questionnaire Attestation Form

INSTRUCTIONS:

Use this form to attest that the Responsibility Questionnaire submitted by your organization within the last 12 calendar months is still true, accurate and complete. If your organization has not submitted a complete Responsibility Questionnaire within the last 12 calendar months, a full questionnaire must be completed.

CERTIFICATIONS:

The undersigned recognizes that the Responsibility Questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions or sub-recipients to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies, political subdivisions and sub-recipients may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in the Responsibility Questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the existing responses to the questionnaire in any manner;
- Understands that the contracting agency will rely on the information supplied in the questionnaire when entering into a contract (with the vendor); and
- Is under a duty to notify the procuring agency of any material changes to the vendor's responses.

Name of Organization

Signature of Officer

Date

Address

Printed Name of Officer

City, State, Zip

Title

Date of original Responsibility Questionnaire: _____

ATTACHMENT No. 9

Federal Certifications Form

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. I. and A.2.. above. to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity:
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin:
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I -financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-tinancially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Investment Act will be American made. See WIA Section 505- Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws II 0-161, none of the federal funds appropriated in the Act under the heading ·Employment and Training· shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual either as direct costs or indirect costs, at a rate in excess of Executive Level II.

This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JV A), Public Law 107-288 (38 USC 4215). The JV A provides priority of service to veterans and spouses of certain veterans for the receipt of employment training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No.5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

STATE CERTIFICATIONS

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND OUTSTANDING DEBTS

The undersigned, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

- 1) No principal or executive officer of the contractor's/vendor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred and
- 2) The contractor/vendor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.
- 3) The contractor/vendor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the Labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

I. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:

☐ Yes ☐ No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

☐ Yes ☐ No

J. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative

Title

Date