

Economic Growth & Development  
Department of Employment and Training  
AGENDA  
April 26, 2022

**Committee Members:** Wild, McDevitt, Hogan, Strough, Leggett, Frasier, Magowan

- I. **Committee meeting called to order by Chairman**
  - II. **Motion to approve minutes of prior Committee meeting**
  - III. **Action Agenda/New Business:**  
Resolution Request for new contract with BOCES for Operation Food Chain as a part of the Summer Youth Employment Program.  
Rationale: Operation Food Chain provides meals for youth who need them in the summer while also teaching valuable food service job skills to summer youth employed in the program.
  - IV. **Referral/Pending Items**
  - V. **Information for Discussion/Review**  
General employment and training updates as summer tourism season approaches.
  - VI. **Privilege of the Floor and public comment** (please allow for 15 second delay on live stream meetings)
  - VII. **Motion to adjourn**
- 

**Attachments:**

- A. Resolution Request Form 3: New Contract
- B. Draft Agreement with BOCES

*RESOLUTION REQUEST FORM NO. 3*

*Request for New Contract*

**DEPARTMENT NAME: Employment & Training Administration**

**DATE: April 26, 2022**

- (a) Is this a Result of a Bid or Request for Proposal? No
  
- (b) Purpose of Contract: To provide employment and training services for the summer youth employment program through Operation Food Chain.
  
- (c) Name of Contractor: Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services (BOCES)
  
- (d) Address of Contractor: 10 LACROSSE STREET, SUITE #6, Hudson Falls, NY 12839
  
- (e) Contractor's Contact Person and Telephone Number: Michelle Stockwell 518.581.3604
  
- (f) Has or will the Contract be provided, if so, please attach: Yes
  
- (g) Commencement Date of Contract: On or after 6/29/2022
  
- (h) Termination Date of Contract: no later than 08/19/2022
  
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$15,356.00
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Cost reimbursement at completion of program.
  
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: TANF Summer - 40 6326 470 Previous resolution is 159 of 2021.

Contract 22-1  
Original X  
Mod #

Workforce Innovation & Opportunity Act (WIOA) and Temporary Aid for Needy Families (TANF)  
Agreement for Training or Services Between:

Subrecipient:	County:
Agency Name:	Name:
Washington-Saratoga- Warren-Hamilton-Essex BOCES	WARREN COUNTY EMPLOYMENT & TRAINING
Address:	and Address:
10 LACROSSE STREET, SUITE #6 HUDSON FALLS, NY 12839	333 GLEN STREET, SUITE 300 GLENS FALLS, NEW YORK 12801

This agreement is entered into by Washington-Saratoga-Warren-Hamilton-Essex BOCES, hereinafter referred to as the Subrecipient and Warren County, hereinafter referred to as the County. The parties mutually agree as follows:

A. Obligation

The County shall provide funding and the Subrecipient shall provide the services described herein in accordance with the agreement and attachments.

1. Type of Services Instructor/Crew Supervisor
2. Expenditures shall not exceed \$ 15,356
3. This agreement shall take effect on 06/29/22 and terminate on 08/19/22 , inclusive.

B. Attachments

The following attachments are integral parts of this agreement:

1. Basic Agreement
2. Assurances and Certifications and certification regarding lobbying and debarment, etc.
3. Other (specify) Statement of Work  
Program Costs & Payment Schedule  
Reimbursement Description

C. Modification

1. This modification (increase) (decrease) does not  
change the amount authorized previously from \$ to .
2. Description of Modification

D. Union Concurrence:

Does a labor organization represent a substantial number of employees who are engaged in similar work or training in the same area as that proposed to be funded under this subcontract?

OR

Would this program be inconsistent with the terms of a Collective Bargaining Agreement?

Yes X No (If yes to either, a statement of union concurrence is included and must be signed and attached to this contract)

In witness whereof, the parties hereto have caused this Agreement to be signed.

Subrecipient

Warren County

Signature

Date

Signature

Date

James P. Dexter, District Superintendent  
Typed Name and Title

Kevin Geraghty, Chairman  
Typed Name and Title

Approved as to form:

County Attorney

**BASIC AGREEMENT FOR TRAINING OR SERVICES  
SUBRECIPIENT**

This Agreement made between the County of Warren, hereinafter called the County, and Washington, Saratoga, Warren, Hamilton, Essex BOCES, hereinafter called the subrecipient.

WITNESSETH

WHEREAS, the County has received a grant of Federal Funds under the Workforce Innovation and Opportunity Act (WIOA) of 2014, as amended and other related grants, and

WHEREAS, the County intends to engage the subrecipient to perform a portion of the training and services required under such grant(s),

It is agreed as follows:

1. The subrecipient shall perform the training and services set forth in the attached "Statement of Work."
2. The County shall pay the subrecipient for all cost heretofore and hereafter incurred as developed by the Federally Mandated Cost Accounting System in the performance of such training and services. The costs involved are set forth in the attached "Program Costs and Payment Schedule." The maximum amount of such cost shall be the sum of \$ 15,356.00 . Program costs shall be paid after receipt of the properly executed vouchers as required by the County.
3. The subrecipient shall comply with all applicable Federal, State and local laws and regulations concerning the receipt and disbursement of monies. In addition to auditing by the Comptroller of the State of New York, audits of the subrecipient accounts deemed necessary may be made by the County or its authorized representative, the New York Department of Labor and the United States Department of Labor.
4. It is agreed that this contract supersedes all previously negotiated contracts.
5. This agreement shall commence on 06/29/2022 and terminate after 08/19/2022 . Either party may terminate this agreement at any time by giving 30 days notice in writing to the other party. After the termination or any negotiated extension thereof, the County shall have no obligation herein. The County's liabilities shall not exceed the appropriation specified in Paragraph (2) above.
6. All funds expended by the County are dependent upon funding appropriated by Congress. All contracts for training would, therefore, automatically terminate immediately upon the cessation of funding pursuant to the Workforce Innovation and Opportunity Act of 2014, or upon the disbursement of all funds received by the Warren County Treasurer for such WIOA and other related programs.

7. The "Statement of Work" and "Program Costs and Payment Schedule" attached hereto are integral parts of this agreement.
8. The County shall have final approval of any instructor or other employees employed by the subrecipient under this program.
9. Any change to this contract may be implemented only after the receipt of a fully executed contract modification.
10. Any programmatic specifications agreed upon in the proposal response are attached hereto.
11. Any course Content will be submitted to the County upon request.

12. Assurance and Certifications

This written agreement contains the sole and entire agreement between the parties. It is understood that the Assurances and Certifications attached hereto are an integral part of this agreement.

13. Waiver or modification

It is agreed that no waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

14. Financial Liability

It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies available to the County, and the appropriations made by the Board Of Supervisors in its Budget for this particular assignment and no liability on account thereof shall be incurred to the County beyond monies so available for the purpose thereof.

15. Only individuals duly authorized by the subrecipient shall cause this agreement to be executed.

**ESTIMATED PROGRAM COSTS AND  
PAYMENT SCHEDULE**

Contract/Direct Cost Reimbursement

Note: All costs indicated on this attachment are directly related to the operation of this contract. Any costs shared between this program and other funding sources/contracts will need to be cost allocated per OMB guidelines with the percent applicable to this contract indicated in the reimbursement. Costs that would otherwise be incurred in the absence of this contract (e.g. fringe benefits ) are not allowable unless otherwise allowed by the Employment and training office. Individual line items may be exceeded with the approval of the Employment and Training office. Any costs charge must be consistent with what the sub recipient would pay through their own funding sources independent of this contract. Total contract costs can not be exceeded. Non perishable supply items purchased herein may be retained by the county.

**1. Staff Wages**

<u>Job Title</u>	<u># of Positions</u>	<u>Rate/hr.</u>	<u># of hrs/wk</u>	<u># of weeks</u>	<u>Total hrs.</u>	<u>Total Wages</u>
Crew Chief #1	1	25.50	40	8	298	\$ 7599

**2. Staff Fringe**

Fringe to be reimbursed:

FICA/MC	\$ 581
Workers Compensation	\$ 76
TRS	\$ 836
PRH	\$ 467
EBLAR/Unemployment	\$ 152

Total Fringe      \$ 2,112

**3. Travel Costs**

Van Rental & mileage (2 months)	\$ 3325
Gasoline: 20 gal/week @ \$4.50 x 8 weeks	\$ 720
Van Rental Fuel Option Purchase	\$ 50

Total Travel      \$ 4,095

**4. Other costs**

Zip up rain coats	\$ 350
End of program picnic	\$ 1200

Total Other      \$ 1550

**5. Total estimated budget**

\$ 15,356

**B. Payment Schedule**

An invoice with documentation of costs will be provided by the subrecipient. Only actual costs incurred for this program as identified in this contract shall be reimbursed. Any costs shared between this program and the other Agency operations need to be identified along with the methodology of how the cost to this program was calculated. If all costs to be reimbursed are directly related to this contract and not allocable to other sources please indicate. Reimbursement requests for the program are processed after the first week of each month. Checks are available approximately by the end of that month. Requests for reimbursements can be made as often as monthly. Final reimbursement will be subject to receipt of all reports required herein as prescribed by the County including section II.A.10 f. of the statement of work.

## Statement of Work

### I. Summary

#### A. Purpose

The purpose of this contract is to provide funds for reimbursement of the subrecipient to hire an Academic Instructor/Crew Chief to supervise a group of summer employment program youth. The youth must all be designated eligible by the County and assigned by the County to the designated worksite. Also, the type of work being performed must be approved by the County in accordance with a separate worksite agreement. The crew chief will direct the activities and supervise the youth in the performance of their assigned duties. An academic component that is both work based and contextualized will be incorporated to address Basic Skills and SCANS skills as well as occupational related skills as designated by the county. The goal is to provide a well supervised work environment that will teach youth proper employment attitudes, develop self worth through work and develop additional job specific and basic skills that will enhance the future of the youth. The connection between school and work will also be emphasized.

#### B. Reports

The subrecipient will provide time sheets, employee evaluation, accident forms, project summaries, academic progress reports if applicable and a County voucher with the required documentation for reimbursement along with other reports that may be required.

#### C. Compliance

The subrecipient is required to adhere to all Federal and State requirements as applicable and set forth on the contract and otherwise, including provisions regarding non political activities, Federal fiscal and audit requirements, labor laws, debarment, union concurrence, sectarian activities and notification of any layoffs that may occur of those employed in positions similar to those to be funded by the contract.

### II. Responsibilities

#### A. **The Subrecipient will:**

1. Comply with all provisions of the worksite agreement that is provided separately.
2. Comply with all Federal and State labor laws for youth employment.
3. Meet with the assigned County staff person to review all required paperwork and program requirements.
4. Incorporate academic or SCANS skills in accordance with standards made available by the County. Provide ServSafe instruction as directed by the county.
5. Provide required documentation regarding item #4 above incorporating one of more of the following; standardized tests, portfolio assessment, journals, logs, etc.
6. Ensure that any goods or services paid for under this contract do not benefit other programs, individual etc. other than those intended by the contract. A statement to that effect should be included with any request for reimbursement.
7. If applicable, ensure that a cost allocation for staff time, or other costs is provided where such staff time or other costs will benefit other activities besides those authorized herein. Such documentation shall indicate how much of the total cost will benefit WIOA vs. other activities and how that was calculated. Costs for other said activities will have to be charged to other non WIOA sources.
8. Ensure that youth carry out the assigned goals of the project including:
  - a. Specific duties that are assigned

- b. Adhere to worksite expectations
  - c. Participate in any learning/educational aspects of the project
  - d. Demonstrate an understanding of the connection between school and work/why it's important to stay in school. (if applicable)
9. Develop proper employability attitudes with youth such as:
- a. Quality and quantity of work
  - b. Taking directions and getting along with co-workers
  - c. Attendance and timeliness
  - d. There are ramifications for poor work performance
  - e. What is expected of a good employee. Efforts needed to obtain a good job reference from this project.
10. Ensure that details of the Work Plan are carried out, specifically:
- a. General  
This project will utilize a work based learning approach. Work activities will be led by an instructor/crew chief hired by the subrecipient through the contract. The crew chief will provide work supervision and academic enrichment to the crew of youth primarily through activities contextualized to the work performed. Work assignments below will be planned and coordinated by the crew chief. The crew chief will function as a working supervisor who will not only ensure the work of the crew is accomplished, but that it is done so safely and by incorporating as many learning experiences as possible. This can be accomplished by involving the crew as much as possible with planning, development, and research of a given task or problem. To complement the work assignments, optional classroom based activities contextualized to the extent possible to the work assignments and personal backgrounds of the youth may also be provided but may not exceed 50% of the schedule.
  - b. Coordinate with the Warren Hamilton Counties Community Action Agency (CAA) free lunch program at summer playgrounds in Glens Falls. Youth on this crew will organize, plan, prepare, and serve lunches (approx. 150/day) at meal sites located at these playgrounds. Possibly assist with meal preparation at a local soup kitchen.
  - c. Option: In conjunction with the CAA gleaning program, collect vegetables, etc. at local farms. Food items will be used for local food pantries or perhaps in conjunction with (b) above. No gleaning efforts will result in revenue generated for any party without prior county approval.
  - d. The academic component will be work based and contextualized to the following types of activities:
    - learning about new technologies to develop systems of control for the gleaning program. This will utilize word processing, data base and spread sheet programs.
    - organization and distribution of resources which will involve the collection, monitoring, preparation and distribution of foods.
    - career exploration of the hospitality field through the production and distribution of meals.
    - raise self esteem through community involvement, team work, and successful completion of a series of challenges.
  - e. Youth will work as a team (up to 10 youth) to accomplish the above elements.
  - f. The academic component will relate the above activities to the SCANS skills, incorporate basic skills (reading, math, etc.) with the above, incorporate the Servsafe training program, and provide documentation of this to the County. Documentation will consist a summary to be provided by BOCES describing what new skills or knowledge were gained and how this project benefited the community and youth. This summary will provide:  
For each youth:

- describe new skills gained (basic, SCANS, or job specific). Each student will create a portfolio. The portfolio will contain a daily log, pictures, and copies of all the computer work that is completed.
- any assessment or test results.

For the overall project:

- how did the youth in general benefit
  - what was accomplished
  - how did the community benefit from the project
11. Allow access to on-going activities or records related to this contract for review by County, State, or Federal officials or their designee.
  12. Comply with any crew chief guidelines attached.
  13. Ensure that no program income (fees, revenues, etc.) are generated as a result of this program or if they are, that this is fully and immediately reported to the County and any such funds must be transferred to the county to be used for additional WIOA activities.
  14. Ensure staff are paid at a rate consistent with what the subrecipient would usually pay staff similarly employed through the subrecipients own funding sources.
  15. Provide a weekly summary of work and classroom activities to the County Employment & Training office throughout the project if requested.
  16. The subrecipient will obtain prior county approval for any work to be done at sites other than those described herein. from private sites per their agency policies and will provide the county with a list for any work done at other host sites not specifically identified herein and for all instances of work at a privately owned site (e.g. gleaning sites). The county may require worksite agreements at sites not described herein.

#### **B. The County Will:**

1. Recruit, screen, and approve youth for this work assignment.
2. Ensure youth have proper working card and other required documentation
3. Place youth under the project on the county payroll and assume all responsibility for payment of fringe benefits and insurance coverage for youth workers.
4. Reimburse the subrecipient for wages and other costs identified on the budget page contained herein incurred during the contract period for work authorized by this contract.
5. Provide Youth with an orientation prior to working
6. Provide the crew chief with materials to enhance the work through inclusion of academic skills or the SCANS skills.
7. Provide a supervisor orientation
8. Provide a County contact person for this project and assign an employment counselor to the youth enrolled.
9. Review and evaluate project goals completed including work and academic/SCANS skills upon completion.
10. Monitor progress of youth with crew chief.

### **III. Schedule**

Work activities with the youth are scheduled for up to eight (8) weeks and may begin on or after 06/29/22 and will be completed by 8/19/22 unless otherwise approved by the County. Time may be allotted within the contract dates for other activities such as orientation, planning, reports, etc. An additional four days will consist of ServSafe training provided by the crew chief/instructor. The specific start and end dates are subject to change by the county based on available funding.

## PART II - ASSURANCES AND CERTIFICATIONS

1. **Workforce Innovation and Opportunity Act of 2014**  
The Contractor assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act hereafter referred to as the Act, and with the regulations and policies promulgated thereunder and all other applicable Federal Regulations, OMB Circulars and New York State Regulations.
2. **Definitions**  
WIOA – Workforce Innovation and Opportunity Act  
Contractor – means contractor or subrecipient  
ETA – Employment and Training Administration  
Grant recipient is the County
3. **Records and Accounts**  
The Contractor shall maintain such documents, records and accounts, including any property purchased with any federal grant funds, personnel, and financial records, and submit such financial reports as are required by the WIOA Grant Recipient to assure a proper accounting for all project funds as required by the Workforce Investment Act and WIOA Regulations. Methods used to determine and assign costs must conform to the Act and WIOA Regulations. Grant records will be available for audit purposes to the U.S. Department of Labor or the N.Y.S. Department of Labor, Warren County ETA or any authorized representative and will be retained for seven years after the expiration of this contract or beyond if any litigation is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances the records will be retained until the litigation, audit or claim has been finally resolved.  
  
If the Contractor is unable to retain records, documents and accounts pertaining to the grant or agreement, the Contractor agrees to forward such records to Warren County Employment and Training. In the event that the Contractor fails to retain the required records or to forward them to Warren County ETA, the Contractor agrees to be responsible for costs disallowed in an audit.  
  
The contractor shall ensure all audit responsibilities are met as required in OMB circulars and will share the results of such audits with the County.
4. **Modifications**  
Warren County Employment and Training agrees to make any changes in this agreement only through a written modification. Warren County ETA may make a unilateral modification to this agreement at any time. A copy of such unilateral modification will be given to the Contractor.
5. **Termination Procedures**  
Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice prior to the effective date of such termination or by other time frames that may be specified in the contract.
6. **Termination for Convenience**  
The performance of work under this agreement may be terminated in whole or in part by Warren County whenever they determine that such termination or suspension is in the best interest of the County. Termination of work shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective. This agreement may be terminated instantly if federal funds become unavailable or if it is deemed to be in the best interest of the County.
7. **Termination for Cause**  
If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this agreement, or if the Contractor shall violate any of the covenants agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this agreement.
8. **Assignment**  
The Contractor shall not assign this agreement or any part thereof unless approved in the contract.
9. The Contractor shall provide the Grant Recipient such status and progress reports as may from time to time be required.
10. **Monitoring**  
The Secretary of Labor may investigate any matter the Secretary deems necessary to determine compliance with this Act and regulations issued under this Act. The investigations authorized by this subsection may include examining records (including

making certified copies thereof), questioning employees, and entering any premises or onto any site in which any part of the program of a recipient is conducted or in which any of the records are kept.

**11. Order of Precedence**

In the event that there is any conflict between the project statement in the application and these contract/grant conditions, such a conflict shall be resolved in favor of these contract/grant conditions.

**12. Disclaimer of Liability**

The Contractor shall hold and save Warren County, their officers, agents and employees harmless from liability of any nature or kinds, including workers compensation, costs and expenses, for or on account of any or all suits or damages sustained by any persons or property resulting in whole or in part, from the negligent performance or omission of any employee, agent or representative of the contractor.

In addition, the contractor will hold and save the County harmless for failure to comply with the conditions of this contract and federal or state laws, regulations, or applicable guidelines including any costs disallowed which must be returned to the State or Federal funding authority. The contractor will appropriate and pay such disallowed costs in full to the County.

**13. Unexpended funds**

Any Federal funds remaining unspent at the end of a contract/grant period shall be returned to the County when the final financial report for the grant is submitted.

**14.** All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Secretary of Labor, United States Department of Labor, Washington, D.C. 20210.

**15.** No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.

**16.** The Contractor represents that it, in addition to complying with provisions elsewhere required, will act in conformance with the pledges contained in this document in expending Federal funds pursuant to the Act.

**The Contractor certifies that:**

- a. Positions and activities funded by WIOA monies are in addition to (not a substitute for) those that would be funded in the absence of assistance under WIOA.
- b. No funds received under this Act will be used to hire any person to fill a job opening created by the action of an employer in laying off, terminating, or decreasing hours of employees not supported by this title, in anticipation of filling the vacancy so created by hiring an employee to be supported under WIOA.
- c. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals. No currently employed worker shall be displaced by any participant funded through this program (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- d. No funds received under this Act will be used by the contractor to assist, promote or deter union organizing.
- e. All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working similar length of time and doing the same type of work.
- f. They will not discriminate against any employee or applicant for employment because of race, creed, color, political affiliation or beliefs, sex or national origin. They will take whatever action is necessary to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex, political affiliation or beliefs. Such action shall include, but not be limited to the following: employment, assignment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. They agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- g. They will, in all solicitations or advertisement for employees placed by or on behalf of the applicant or the employing agencies, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex, political affiliation or beliefs.

- h. They will send to each labor union or representative of workers with which it has collective bargaining notice advising the labor union or workers' representative of its commitment under the Workforce Investment Act, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- i. They will furnish all information and reports required by the Workforce Investment Act and by the rules and regulations, and orders of the Secretary of Labor, or designee, or pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Labor or designee for purposes of investigation to ascertain compliance with such rules, regulations or orders.
- j. In the event of non-compliance by the Contractor with the non-discrimination clauses of this agreement or with any of such rules, regulations or orders, the applicant understands the Federal government may take legal enforcement action in the Federal District Courts or that the grant may be cancelled, terminated or suspended in the whole or in part. Pursuant to the provisions of the Workforce Investment Act, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act or Title IX of the Education Act, the Stewart B. McKinney Homeless Assistance Act of 1987, the Nontraditional employment of Women Act of 1991, and the Americans with Disabilities Act, the contractor may be declared ineligible for further grants.
- k. They will follow a nondiscriminatory policy with respect to its employees and those of its employing agencies who are employed in administering the program. Reasonable accommodations shall be made in serving persons with disabilities and may include, but is not limited to: making existing facilities used by employees readily accessible to and usable by persons with disabilities, job restructuring, modifying work schedules, reassignment to a vacant position, acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.
- l. They will not discriminate against individuals who are participants in activities supported by funds under this Act solely because of their status as such participants.
- m. Participants covered by this agreement will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- n. Appropriate standards established under State and Federal law for health and safety in work and training situations will be maintained.
- o. Conditions of employment or training will be appropriate and reasonable with regard to type of work, the geographic region and proficiency of the participant.
- p. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under this act.
- q. Training and related services will, to the maximum extent practical, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient.
- r. Institutional skill training and training on the job shall only be for occupations in which the NYSDOL and Local Workforce Investment Board has determined there is reasonable expectation for employment.
- s. Income generated under any program must be returned to the Grant Recipient.
- t. Individuals employed in activities under this Act shall be paid wages which shall not be less than the highest of (1) The minimum hourly wage set out in section 6 (a) (1) of the Fair Labor Standards Act of 1938, or (2) The minimum wage under the applicable State or local minimum wage law, or (3) The prevailing rate of pay for individuals employed in similar occupations by the same employer, or (4) The prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, for participants involved in employment covered by the Davis-Bacon Act.
- u. They will maintain a grievance procedure relating to the terms and conditions of employment available to their participants. Employers may operate their own grievance system or may utilize the grievance system established by the Grant Recipient. Contractors agree to inform participants of the grievance procedure they are to follow. The contractor may also be bound by the terms of the County WIOA grievance process as determined by the county.  
  
An employer system shall provide for, upon request by the complainant, a review of an employer's decision by the Grant Recipient and the Governor, if necessary, in accordance with WIOA Regulations.
- v. Where a labor organization represents a substantial number of employees who are engaged in similar work or training in the same area as that proposed to be funded under this Act, an opportunity shall be provided for such organization to submit comments with respect to such proposal.
- w. The Secretary shall not provide financial assistance for any program under this Act which involves political activities.

- x. No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.
- y. They will accept responsibility for compliance with state and federal labor laws which pertain to WIOA participants.
- z. They will certify compliance with federal regulations regarding Lobbying, Debarment, Suspension, and Drug Free Workplace on the appropriate form provided by the Grant Recipient.
- aa. They will comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrants for construction or repair.)
- bb. They will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- cc. They will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Also, they will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan and issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).
- dd. Warren County is an Equal Opportunity Employer. Auxiliary aids and services are available upon request to individuals with disabilities.
- ee. 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.

**17. Insurance Requirements**

- A. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Warren County, its boards, officers and employees as additional insureds on the Contractor's insurance policy, with the exception of Workers' Compensation.
- B. All policies of insurance naming Warren County, its boards, officers and employees as additional insureds shall:
  - i. Be an insurance policy from an A.M. Best Rated Secured New York State licensed insurer;
  - ii. Contain a thirty (30) day notice of cancellation; and
  - iii. State that the organizations coverage shall be primary coverage for the municipality, its boards, officers and employees.
- C. The Contractor agrees to indemnify the municipality for any applicable deductibles.
- D. Required limits of insurance:
  - i. Commercial General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate;
  - ii. Automobile Liability - \$1,000,000 combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;
  - iii. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:
    - (a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)) under the heading of "Forms". Those businesses filing electronically can print a finished CE-200 immediately upon completion. Those businesses without access to a computer may obtain a paper application for*

CE-200 by writing or visiting any District Office of the Workers' Compensation Board, and may wait up to four (4) weeks before receiving the form. Once the applicant receives the CE-200, the applicant will submit same to the County); **OR**

(b) C-105.2 - Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the County upon request); **OR**

(c) U-26.3 - Certificate of Workers' Compensation Insurance (this form is used in lieu of C-105.2, when the insurance is obtained through the New York State Insurance Fund); **OR**

(d) SI-12 - Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain this form); **OR**

(e) GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the County upon request).

**NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.**

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)) under the heading of "Forms". Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County); **OR**

(b) DB-120.1 - Certificate of Disability Benefits Insurance (the business' insurance carrier will send to the County upon request); **OR**

(c) DB-155 - Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain).

- E. Contractor acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The Contractor is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the contractor shall, within ten (10) days furnish copies of said policies.
18. When appropriate, Contractors shall provide the Contractor with participant attendance records, grades or reports in a timely manner.
19. Contractors must submit vouchers with supporting documentation to Warren County Employment and Training on a timely basis. Final vouchers must be submitted no later than sixty days after the agreement end date. Warren County E&T is not responsible for payment of vouchers submitted after the sixty-day period.
20. The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to the Department of Labor. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall made pursuant to all applicable law and regulations.
21. All materials developed and created by Contractor for the Department of Labor under this Agreement will be owned by the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement.
22. The Contractor further assures that:
- a. The business' intention is for the newly hired employee to remain employed with the business upon completion of the OJT.

- b. OJT will take place during the employee's work hours (i.e., during the shift/hours for which the employee was hired) and the employee will be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same business and who have similar training, experience and skills.
- c. 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.
- d. The OJT contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.
- e. Funds provided to the business to reimburse the costs associated with OJT may not be used to assist, promote or deter union organizing.
- f. The business will comply with all applicable employment-related federal, state and local laws and regulations.
- g. 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.
- h. 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.
- i. OJT trainee(s) will not be:
  - i. 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
  - ii. required to participate in political activities.
- j. The business agrees to adhere to the LWIB's grievance process if a complaint arises in connection with the OJT employee and the training.
- k. The LWIB, NYSDOL, or United States Department of Labor may inspect and monitor any records or activities pertaining to the OJT contract at any time during normal business hours, and as often as deemed necessary. Such inspection shall be made to determine whether the business is in compliance with the terms and provisions of this contract and the OJT participant is making sufficient progress.

### **Part III - 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.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 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 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 505 – 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 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" (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.