

# **North Country Workforce Investment Board**

## **ON-THE-JOB TRAINING**

### **POLICIES AND PROCEDURES MANUAL**

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## **I. PURPOSE OF THE ON-THE-JOB TRAINING (OJT) PROGRAM**

OJT is one of the allowable program activities authorized by the Workforce Investment Act (WIA).

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

The two unique features of an OJT program are:

- The individual begins training as a new employee or an incumbent worker begins training for a new position.
- 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 employers who want to upgrade their current workforce. Employers may use an OJT in these instances by training eligible WIA customers. 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 WIA eligible individuals to receive 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 WIA customers.

## **II. EMPLOYER ELIGIBILITY FOR ON-THE-JOB TRAINING PROGRAMS**

In general, employers are eligible to participate in the OJT program if they have been unable to meet their skilled labor force needs through normal recruiting procedures.

Employers selected for OJT must meet the following program guidelines:

1. Employers 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. Employers must not be involved in a current labor dispute and must not have a history of frequent layoffs.
3. Employers 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 lay-off 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. Employers must express that the individuals hired and trained under the OJT contract would not have been hired in the occupation specified in the absence of such a contract.
7. Employers 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 North Country Workforce Investment Board (NCWIB) has established a preliminary review process to verify that a new establishment is not relocating employment from another area. (See Attachment B)
8. Whenever there is an inquiry from a new employer that has relocated from another labor market area regarding the development of an OJT contract, ONEWORKSOURCE staff will complete the ***Preliminary Review***, included with these procedures as Attachment B.
- a. The purpose of this review is to ascertain whether the relocating employer has caused a loss of employment at its original location. The WIA regulations require that a period of 120 days elapse before an OJT contract can be written. If the relocation has not caused unemployment, the NCWIB is permitted to develop a contract.
  - b. Questions 1 through 11 of the ***Preliminary Review*** are to be completed by the relocating employer. ONEWORKSOURCE staff may assist and may even complete this form for the employer during an on-site visit.
9. No more than 33% 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.
10. 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 trainee. Any employer with four or less employees may be considered for one trainee.
11. OJT contracts will be permitted with a company where current and/or past NCWIB members are employed, or otherwise have a financial or personal interest. The NCWIB Executive Director shall be informed about the type and number of these contracts.
12. OJT contracts may be written in the public sector, (excluding Federal agencies and the Postal Service) provided there is a budget item for the position at the completion of the OJT contract.
13. 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 must be accessible in person to the trainee at the worksite a minimum of 50% of a standard workday throughout the training period.
14. Per Sec. 667.272 of Title I of WIA, an employer must pay trainees the same rates as employees who are similarly situated in similar occupations, and who have similar training experience and skills. 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.)***

15. 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

- 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 five contracts within a program year, satisfactory performance will be measured by an employer retaining at least 80% of its trainees beyond the length of the OJT contract, and by retaining at least 80% of the contract completers for one year following the end of the OJT contract
- c. If the employer has not exhibited a pattern of providing trainees with long-term employment or comparable wage the employer will be disqualified from OJT program for **one year**, after which, the employer may be reevaluated for program participation if a good faith effort has been made to correct previous problem.

### III. DUE DILEGENCE

There are two pieces to the review of businesses being considered for an OJT. The first is the Responsibility Questionnaire, which is completed by the business. The second is the due diligence process, **including a Pre-Award Review (Attachment B)**, which is completed by the local area and the New York State Department of Labor (NYSDOL).

#### 1. Responsibility Questionnaire for **all** Business

- a. As outlined in Workforce Development Systems Technical Advisory TA 10-15.1(updated) *Local Workforce Investment Area (LWIA) On-the-Job-Training Policy*, it has been determined by NYSDOLs Counsel’s Office that the Responsibility Questionnaire must now be used for all grants, contracts and subcontracts under WIA. The questionnaire can be found as part of TA 10-15.1.
- b. Please note that if an organization has submitted a Responsibility Questionnaire within the last 12 calendar months, all that is needed is an attestation that the information presented in the form remains true, accurate and complete (See Attachment D).

#### 2. Due Diligence for Businesses

- a. Due diligence must be conducted for all businesses using the guidelines outlined in **TA 10-15.1**. This includes ensuring the checks performed at the local level and the checks performed at the state level have been completed. Please refer to **TA 10-15.1** for a list of the required checks. **Due diligence responsibilities must include a check of the business registration with New York State Department of State Division of Corporations and Federal OSHA records.**
- b. Requests for state level checks should be submitted to [OJTDueDiligence@labor.ny.gov](mailto:OJTDueDiligence@labor.ny.gov) with the NYSDOL Regional Business Services Associate listed in the CC line of the request. The subject line should read “OJT/NEG Due Diligence Request – [Business Name].” Upon receipt of the request, NYSDOL will send a confirmation email to the requesting Local Area.
- c. Due to the confidential nature of the state level check, NYSDOL will provide an email response of “Found to be Responsible,” “Issues Pending,” or “Not Found to be Responsible” for each entity, rather than providing any specifics for the categories of information. These responses will be provided within three business days from the date of the confirmation of receipt.
- d. This review provides a snapshot of the organization at the point in time the review takes place. The information checked during the review is updated on a quarterly basis. For this reason, the review is considered valid for a three month period beginning on the date the review is completed. After this three month period, the organization must undergo a new due diligence review if it wishes to enter into a new contract.

- e. To assure due diligence can be completed as quickly as possible, requests for OJT/NEG must be submitted using the OJT Due Diligence Request Form (See Attachment E) and must contain:
  - i. Business name (including DBA)
  - ii. Business address
  - iii. FEIN
  - iv. Business Contact information including phone number and e-mail address
  - v. Industry/Type of Business
  
- f. It is very important to remember that you can still work with the business while you are awaiting the results of the due diligence process. All recruiting/candidate selection/interviewing activities should be taking place concurrently.

#### **IV. OCCUPATIONAL QUALIFICATIONS**

In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for OJT. 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 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 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 One-Stop Manager). Waivers to this policy are allowable for individuals with disabilities and older workers (55 years and older). *\*See Attachment A for specific OJT program requirements.*
8. The position must provide an hourly wage of at least \$8.00 per hour. Waivers to this policy are allowable for individuals with disabilities and older workers (55 years and older) and youth. The North Country WIB Executive Director may waive this requirement on a case-by-case basis. Each exception must be approved in writing. *\*See Attachment A for specific OJT program requirements.*
9. Continued employment in the position may not be dependent upon a test (i.e. Civil Service Test or physical exam)

#### **V. CLIENT ELIGIBILITY**

The participant must meet the current eligibility criteria as defined by the WIA 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. *\*See Attachment A for specific OJT program eligibility*

## 1. Client Recruitment and Assessment

Each ONESOURCE Center is responsible for customer intake and referral, and will evaluate the customer's appropriateness and job readiness for OJT.

- a. A client is considered to be OJT-ready 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. 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.
- d. It is the responsibility of the ONESOURCE staff to ensure that an appropriate and complete Individual Employment Plan (IEP) is prepared for every client considered for OJT participation. All the elements listed above must be contained on the IEP and documented in OS/OS as to the appropriateness of the OJT referral, placement and the training length determined for the OJT trainee. The IEP not only assists in documenting activity but also provides the client with an understanding of the WIA training activities that he or she will progress through in order to eliminate barriers to long-term employment.

## 2. OJT Job Development

- a. ONESOURCE staff 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 Regional Business Services team will refer potential job openings to the ONESOURCE Centers.
- b. In some instances "reverse referrals" may be permitted. This may occur when a potential client is referred to WIA 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 Employer meets all of the requirements contained in this Policies and Procedures Manual.
- 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, ONESOURCE staff will take such information into consideration when reviewing the training outline prepared by the employer and in determining an appropriate length of training time.
- d. The OJT contract 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 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.

**VI. INCUMBENT WORKERS**

- 1. OJT contracts may be written for upgrading skills for incumbent workers; ONEWORKSOURCE staff should process an incumbent worker and determine the need for training based on the identified or stated skills gap.
- 2. OJT contracts for incumbent workers must reflect an assurance by the employer that on successful completion of the training period, and the trainee will receive an increase of pay of 10%, based on performance. OJT contracts for lay-off aversion, trainees must be retained in the position.

**VII. DETERMINING TRAINING LENGTH**

<b>Trainee Wage</b>	<b>Maximum Reimbursement Percentage</b>	<b>Minimum Required Employer Match</b>
\$ 8.00/hour - \$ 8.99/hour	30%	70%
\$ 9.00/hour - \$ 9.99/hour	35%	65%
\$10.00/hour - \$10.99/hour	40%	60%
\$11.00/hour - \$11.99/hour	45%	55%
Equal to or greater than \$12.00/hour	50%	50%

The allowable length of OJT 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% 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 in as much detail as possible. ONEWORKSOURCE staff may assist the employer in his or her development of the training outline.
- 3. Because OJT is primarily client-focused, the individual’s 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. ONEWORKSOURCE staff should use the following procedure to determine contract length:
  - a. ONEWORKSOURCE staff completes the identifying information by recording the name of the OJT trainee, the Employer and the job title of the occupation in which employment and training is to be offered.
  - b. ONEWORKSOURCE staff determines the O\*NET job title and code for the occupation.
  - c. ONEWORKSOURCE staff determines the Specific Vocational Preparation (SVP) level associated with the O\*NET Code.

- d. ONESOURCE staff will then evaluate the OJT trainee's previous work experience and education and training background to reduce the unadjusted training hours.
  - e. In instances where the OJT trainee has a disability that requires training time in excess of that required of an individual without such a disability, ONESOURCE staff may determine that additional hours are justified and will contribute to the success of the OJT program.
5. Under no circumstances shall the amount of OJT reimbursement exceed six 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 trainee by the Employer. Part time training would only apply to disabled individuals unable to work full time.
  6. The NCWIB will not reimburse wages beyond 40 hours per week. A waiver may be considered for employers whose standard work week exceeds 40 hours (e.g., 12-hour shift, split week, etc.). However, total program training hours will be computed as though the trainee worked a standard 40-hour week. Reimbursement for more than 40 hours, when approved, will be at the regular contract rate without any adjustment for the overtime rate.  
*\*See Attachment A for specific OJT program requirements.*

## **VIII. TRAINING OUTLINE**

1. The employer is expected to complete the training outline utilizing the maximum hours allowable. ONESOURCE staff will be expected to work with the employer to shape the training outline to the needs of the 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 trainee's progress and achievement.

## **IX. 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 One-Stop Manager prior to the trainee commencing employment.
3. Two original copies are to be signed by both the employer and the One-Stop Manager.
4. Contract package is attached.

## **X. TERMINATION CLAUSE**

The NCWIB will not reimburse any wages of a trainee or pay any related expenses of a trainee who is not retained beyond the first ten days of employment with the contracted employer. The contract will be voided if the trainee resigns, or is terminated prior to the tenth day of employment.

## **XI. OJT CONTRACT DISTRIBUTION**

Once the OJT contract has been executed, it is to be distributed as follows:

- 1 original to employer
- 1 copy to Fiscal Department Contract File

A copy of the contract's general information sheet and the training outline is to be maintained in the Fiscal Department Contract File.

## **XII. OJT CONTRACT VOUCHERS AND PAYMENTS**

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, or may wait until contract completion to submit vouchers for payment.
2. Final claims for re-imbusement must be received within 60 days of the end of the contract.
3. The maximum allowable cost for OJT programs is \$3,000 per trainee.
4. When a sliding scale is used, the type utilized will be identified in the OS/OS and/or the hard file. (Business Size vs. Skill Gap)

## **XIII. MONITORING**

1. In addition to ONEWORKSOURCE general oversight measures, which include periodic on-site **service visits**, the NCWIB will also conduct periodic on-site compliance reviews of the OJT contracts. Each new contractor will have an on-site compliance review prior to contract completion. Also, each contractor will be reviewed a minimum of every two years.
2. On-site or phone service visits are to be done by ONEWORKSOURCE staff originating the contract or other designee of the Manager. The representative shall utilize the "***OJT On-Site***" (**Attachment C**).
3. The initial service visit is to be conducted within two to four weeks of contract date. Any additional phone or on-site visits shall be determined by the ONEWORKSOURCE staff. Training length of program, employer and trainee involved should be the minimum considered when determining the number of visits.

## **XIV. CONTRACT MODIFICATIONS**

From time to time, 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. Deobligations
  - d. Changes in signatories

2. Unallowable Modifications:

Modifications to change the scope of work in the OJT contract under the following circumstances are not allowed:

- a. Any changes in the contract, following the completion of the total training hours detailed in the contract.
- b. To change the level of reimbursement to the employer as a result of an increase in wages to the 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 work week. The employer will continue to be reimbursed based on the original starting wage and for the original number of hours per week that the trainee was expected to work.
- c. To increase the number of contracted training hours for the trainee who originally started this program or his/her replacement.

3. Format and Instructions

- a. Include the contract number, funding source, and effective date as listed on the OJT contract.
- b. Identify the type of modification.
- c. 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.
- d. Describe the general intent of the modification. (e.g., “This modification adds an additional OJT position to the contract in the occupation ‘Carpenter’, or “This modification adds additional training days for a replacement trainee” or “This modification deobligates the balance of funds unexpended through the modification date”.)
- e. In some cases, it may be more practical to re-write the entire contract rather than change individual pages.
- f. For modifications that deobligate the balance of the contract, explain the reason(s) for the deobligation.
- g. All pertinent pages that change as a result of this modification are to be included.
- h. Obtain the necessary signatures

## **On-the-Job Training Requirements for Public Funding Relevant to the Workforce Investment One Stop System**

This document contains On-the-Job Training (OJT) requirements for compliance and eligibility for four different funding streams: Workforce Investment Act (WIA); Trade and Globalization Adjustment Assistance (TGAA); New York State-level On-the-Job Training; and New York State On-the-Job Training National Emergency Grant (NEG-OJT).

### **Workforce Investment Act On-the-Job Training Requirements**

WIA defines OJT as training provided by an employer to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer of up to 50% of the wage rate of the OJT participant, for the extraordinary costs of providing the training and additional supervision related to the training, and
- Is limited in duration as appropriate to the occupation for which the OJT participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the individualized employment plan of the participant, as appropriate.

*Note: New York State was granted a waiver through June 30, 2011 to permit an increase in employer reimbursement for OJT through a sliding scale based on the size of the business. Under the waiver, the following reimbursement amounts are permitted:*

- 1) Up to 90 percent for employers with 50 or fewer employees, and
- 2) Up to 75 percent for employers with 51 – 250 employees.

*For employers with more than 250 employees, the current statutory requirements will continue to apply.*

OJT is provided under a *contract* with a business in the public, private non-profit, or private sector. OJT payments to businesses are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants. Employers are not required to document such extraordinary costs.

OJT contracts may *not* be entered into with a business that has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

OJT contracts may be written for eligible *employed* workers when:

- The employee is not earning a self-sufficient wage as determined by Local Workforce Investment Board (LWIB) policy; and
- The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the LWIB.

Individuals in WIA-funded OJT must be:

- Compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills;
- Provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work;
- Subject to the same health and safety standards established under Federal and State law that are applicable to the working conditions of other employees;
- Provided with workers' compensation on the same basis as the compensation is provided to other individuals in the State in similar employment.

Individuals may *not* be placed in OJT if a member of that person's immediate family is directly supervised by or directly supervises that individual.

OJT reimbursements are made for *training*. As such, reimbursements may not be paid when the trainee was paid holiday, vacation or sick pay.

WIA funds may *not* be used for:

- The encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location;
- Customized training, skill training, or OJT or company specific assessment of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location;
- Training individuals in sectarian activities; or
- Direct or indirect assistance, promotion or deterrence of union organizing.

WIA-funded employment and training activities must *not*:

- Displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee;
- Impair existing contracts for services or collective bargaining agreements -- when a particular program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins;
- Result in a participant being employed or assigned to a job if:
  - Any other individual is on layoff from the same or substantially equivalent job;
  - The business has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the WIA participant; or
  - The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- Be used 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.

### **Statewide WIA-funded Initiatives**

#### **1) State-level WIA On-the-Job-Training Program Request for Applications #20-R – Issued on April 16, 2010**

The purpose of this Request for Applications (RFA) is to provide incentives through OJT grants to businesses who hire long term unemployed workers to provide these workers with a competitive advantage in the labor market. The Governor through the New York State Workforce Investment Board has set aside approximately \$2.8 million in State-level WIA funds to support this OJT program. These funds are made available to the State under the American Recovery and Reinvestment Act of 2009.

Businesses (private sector, for-profits and not-for-profits), intermediaries that represent a business membership (e.g., Chambers of Commerce or labor/trade organizations), and Local Workforce Investment Area (LWIA) Grant Recipients are eligible to apply for funding.

Businesses that hire under this program are eligible for the following wage reimbursement during the duration of the developed On-the-Job Training:

- 30% for a Dislocated Worker hire; or
- 50% for a Long Term Unemployed hire.

The maximum OJT award per hire is \$5,000, and there is no minimum award amount. OJT awards for multiple hires are allowed, with a maximum award amount of \$50,000 per business.

Business intermediaries and LWIA Grant Recipients are allowed to receive \$250 per filled OJT slot to pay for the program costs associated with services provided to the businesses that they will represent in this process. The maximum award amount for intermediaries/LWIA Grant Recipients is also \$50,000.

The State-level OJT Program application process has two steps:

1. Submission of an “Intent to Apply”; and
2. Submission of a detailed application with assistance from the Department

To submit an “Intent to Apply” under the State-level OJT Program, an interested business, LWIA Grant Recipient or business intermediary must send an e-mail to [StateOJT@labor.ny.gov](mailto:StateOJT@labor.ny.gov).

This email must include the following: Applicant name, Address, Federal Employer Identification Numbers (FEIN); Contact Person’s Name, Title, Phone Number and Email Address; title and salary range for each anticipated position. NYSDOL staff will work with the applicant to complete the application.

The submission deadline is November 1, 2010.

## 2) New York State Department of Labor On-the-Job Training - National Emergency Grant ARRA Funds

- Only LWIAs that responded to the RFQ issued on July 21, 2010, and were approved to participate in the OJT-NEG program, may establish OJT contracts with this funding source.
- OJT/NEG positions can be developed with private for-profit and not-for-profit businesses. They cannot be developed with public sector employers, or with employers that are gambling establishments, swimming pools, aquariums, zoos, and golf courses.
- Trainees for the program must be long-term dislocated workers, defined as those who have been unemployed for 27 consecutive weeks or more, and have been unemployed since January 1, 2008.
- OJT/NEG funds may not be used to make needs related payments.
- OJTs funded with NEG-ARRA funds are subject to WIA OJT guidelines with the following exceptions:
  - OJT/NEG positions may only be funded for up to six months; any OJT opportunity requiring more than six months for completion must use other funds past the initial six month NEG funded period.
  - The training reimbursement level may not exceed a percentage (typically 50% up to 90%) of the state’s average wage rate. New York’s average wage rate (most up-to-date annual data are for 2009) is \$24.42. To determine the hourly wage reimbursement cap, the wage reimbursement rate being applied must be multiplied by \$24.42. For example the wage reimbursement cap for an employer reimbursement rate of 50% would be \$12.21; for a reimbursement rate of 90% the hourly wage reimbursement cap would be \$21.98.
  - LWIAs are allowed to reimburse up to 90% of an OJT participant’s wage rate based on: (1) business size; and/or (2) dislocated worker skills level using the following guidelines:
    - **Business size wage reimbursement flexibility.**
      - Small business: 1-50 employees – Up to 90% reimbursement.
      - Medium business: 51-250 employees – Up to 75% reimbursement.
      - Large business: 251 and more employees – Up to 50% reimbursement (current standard).
    - **Skills level wage reimbursement flexibility.**
      - Up to 90% wage reimbursement if the long-term dislocated worker has previously performed 50% or fewer of the O\*NET defined work activities for the target occupation.
      - Up to 70% wage reimbursement if the long-term dislocated worker has previously performed more than 50% of the O\*NET defined work activities for the target occupation.
      - Each OJT candidate will complete the Skills Survey module of JobZone to assess their skills.
- USDOL has created a dedicated OJT/NEG web page, [http://www.doleta.gov/layoff/Job\\_Training.cfm](http://www.doleta.gov/layoff/Job_Training.cfm). There are a number of useful resources, including an OJT Took Kit and a Q and A section.

### Trade and Globalization Adjustment Assistance On-the-Job Training Requirements

To qualify for any TGAA training, including on-the job training, staff must determine that the eligible adversely affected worker meets the following six requirements:

1. There is no suitable employment (which may include technical and professional employment) available for the adversely affected worker.
2. The worker would benefit from appropriate training.
3. There is a reasonable expectation of employment following completion of such training
4. Approved training is reasonably available to the worker from either governmental agencies or private sources (which may include area vocational education schools, as defined in section 195(2) of the Vocational Education Act of 1963, and employers).
5. The worker is qualified to undertake and complete such training.
6. Training is suitable for the worker and available at a reasonable cost.
- 7.

In addition, on-the-job training must:

- reasonably be expected to lead to suitable employment with the employer offering the on-the-job training;
- be compatible with the skills of the worker;
- include a curriculum through which the worker will gain the knowledge or skills to become proficient in the job for which the worker is being trained; and
- be measured by benchmarks that indicate that the worker is gaining such knowledge or skills.

On-the-job training under TGAA is limited to the period of time required for the worker receiving on-the-job training to become proficient in the job for which the worker is being trained, but *may not exceed 104 weeks*. The OJT contract must take into consideration the skill requirements of the job for which the worker is being trained, the academic and occupational skill level and the work experience of the worker. Classroom training is allowed, but only if it is mandated as part of the developed OJT program. Under such circumstances, TGAA will pay up to 50% of the cost of the mandated course.

New York State has established the following funding caps for TGAA training:

- Programs Up to 52 weeks - \$8,250
- Programs Up to 104 weeks - \$15,000

Caps represent the total amount of TGAA funds that can be approved. The total cost of training may exceed these caps but must be covered by another funding source, such as WIA. Unexpended funds are to be de-obligated when training is complete or terminated. Payments of up to 50% of the trainees' wages may be paid in monthly installments to reimburse businesses for the cost of providing the training and additional supervision related to the training.

An OJT contract may *not* be entered into with a business that exhibits a pattern of failing to provide workers receiving OJT with:

- continued, long term employment as regular employees, and
- wages, benefits, and working conditions that are equivalent to the wages, benefits, and working conditions provided to regular employees who have worked a similar period of time and are doing the same type of work as workers receiving OJT from the business; or
- has received TGAA training funds and violated any of the labor standards outlined in the next section

TGAA-funded OJT must not:

- Displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee;
- Impair existing contracts for services or collective bargaining agreements -- when a particular program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins;
- Result in a participant being employed or assigned to a job if:
  - Any other individual is on layoff from the same or any substantially equivalent job;
  - The business has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the TGAA participant;
  - The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
  - The affected worker already possesses the specific skills necessary for the occupation identified in the training outline of the written TGAA-OJT agreement and as determined in the assessment/approval process;
  - The training is for the same occupation from which the worker was separated and TGAA certified.

*North Country Workforce Investment Board*  
 \_\_\_\_\_ *ONEWORKSOURCE*

**Preliminary Review - Business Application for On-the-Job Training (OJT)**  
**(A Review should be completed for all OJT Contracts)**

**Instructions:** Please complete all items on this application. To facilitate your review, please prepare this application electronically if possible.

**Business Information**

Name \_\_\_\_\_

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

FEIN \_\_\_\_\_ NAICS \_\_\_\_\_ DUNS \_\_\_\_\_

Previous Name of Business, if any \_\_\_\_\_

FEIN, if different \_\_\_\_\_

**Business Background**

	YES	NO
1. Has your company relocated from another area in the United States within the last 120 days? If so, were there any employees laid-off at that former location?	_____	_____
2. How long have you been in business in this area? _____	_____	_____
3. How many full-time employees do you have? _____	_____	_____
4. Are any employees on lay-off currently? If so, how many employees and in what job titles? _____	_____	_____
5. Have any WARN notices been filed within the past year?	_____	_____
6. Has your business sought WIA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year?	_____	_____
7. Is job expected to last a year or more in the normal course of business?	_____	_____
8. Are all job openings in New York State?	_____	_____
9. Are any of the jobs considered for an OJT candidate classified as "independent contractor" positions, or would individuals not be employed by our firm during the entire training period?	_____	_____
10. Are any of the jobs covered by a collective bargaining agreement? <i>If so, we will need to obtain a statement of concurrence from the union(s)</i>	_____	_____
11. Is your business currently engaged in any labor disputes with a labor organization?	_____	_____
12. Do any of the jobs pay based upon commission, tips, piece work or incentives? If yes, please explain _____	_____	_____
13. What job titles/job descriptions are you seeking to fill with OJT trainees? <i>(Use the job description form provided or you may attach existing job descriptions in lieu of completing job description section)</i>		
14. What percentage of previous trainees, over the last two years, have completed training and been retained by your firm?		
a. Number of OJT trainees _____		
b. Number of OJT employees retained _____		
c. Percentage retained _____%		

**Contact Person**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_ FAX Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

**Business Applicant Signature**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**On-the-Job Training (OJT) Job Description**

*Complete a separate description for each OJT title*

Job Title \_\_\_\_\_ O\*Net Code \_\_\_\_\_  
 Job Description \_\_\_\_\_  
 Job Location \_\_\_\_\_  
 Anticipated Start Date \_\_\_\_/\_\_\_\_/201\_\_\_\_ Hourly Wage \$ \_\_\_\_\_  
 Shift Days and Hours \_\_\_\_\_  
 Supervisor's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Is this position subject to a Collective Bargaining Agreement?  Yes  No Name of the Union \_\_\_\_\_

Job Title \_\_\_\_\_ O\*Net Code \_\_\_\_\_  
 Job Description \_\_\_\_\_  
 Job Location \_\_\_\_\_  
 Anticipated Start Date \_\_\_\_/\_\_\_\_/201\_\_\_\_ Hourly Wage \$ \_\_\_\_\_  
 Shift Days and Hours \_\_\_\_\_  
 Supervisor's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Is this position subject to a Collective Bargaining Agreement?  Yes  No Name of the Union \_\_\_\_\_

## On-the-Job Training On-Site Review

**Employer/Supervisor:** The following interview guide is to be used to interview the worksite employer/supervisor.

Date of Review \_\_\_\_/\_\_\_\_/201\_\_      Program Monitor \_\_\_\_\_

**SECTION I. OJT EMPLOYER REVIEW**

OJT Employer \_\_\_\_\_

Address of Training Site \_\_\_\_\_

OJT Contract Number \_\_\_\_\_ Start Date \_\_\_\_/\_\_\_\_/201\_\_ End Date \_\_\_\_/\_\_\_\_/201\_\_

Contact Person \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

	<b>YES</b>	<b>NO</b>
1. Were the various rules and regulations of the OJT Program discussed with you prior to any contact being developed?	_____	_____
2. Was the applicant sent you by the One-Stop System?	_____	_____
3. Was your company involved in the screening of potential trainees? If Yes, how? _____	_____	_____
4. Does the employer have a signed copy of the OJT contract (and modifications, if applicable)?	_____	_____
5. Does the employer understand the terms and general provisions of the OJT contract?	_____	_____
6. Does the training outline in the contract accurately state the skills to be mastered by the trainee?	_____	_____
7. Is the training outline being followed as specified in the contract?	_____	_____
8. Does the training being provided to the trainee differ from that given your regular hires in similar positions?	_____	_____
9. Are there any differences in benefits between your regular employees and the OJT trainees? If Yes, please explain what they are and why: _____	_____	_____
10. Is the OJT employee working in the occupation specified in the contracts and at the specified wage?	_____	_____
11. Is the OJT employee demonstrating the ability to learn and apply the new skills called for in the OJT training outline?	_____	_____

	YES	NO
12. To assure measurable training outcomes, are there documented evaluations of the trainee’s progress and the effectiveness of the training in meeting the objectives of the training plan?	_____	_____
13. Was trainee paid wages equal to the wages paid to regular employees in the same job?	_____	_____
14. Does the cost of tools, equipment and other training costs comply with the terms of the contract?	_____	_____
15. Are there any additional services that the trainee may need to complete the training?	_____	_____
16. Have there been any attendance and/or punctuality problems?	_____	_____
17. Has the OJT employee received instruction on safe work practices?	_____	_____
18. Does the worksite and working conditions appear safe and sanitary?	_____	_____
19. Does the company have an established internal grievance procedure?	_____	_____
20. Has the OJT participant used this procedure during the contract period?	_____	_____
21. Does the average turnover rate of OJT employees exceed the company’s normal turnover rate?	_____	_____
22. Are there any foreseen constraints affecting the company that could prevent the OJT contract from reaching its scheduled conclusion?	_____	_____
23. Is the employer satisfied with the services provided by the OJT program?	_____	_____
24. Does the employer have any recommendation for improvement to the program? If Yes, please explain _____ _____	_____	_____
25. How did the employer learn about the OJT program? _____ _____		
26. Have the employer and the participant been provided the discrimination and complaint procedures?	_____	_____
27. At this point, would you be able to say that the trainee will be retained at the end of the training cycle?	_____	_____
28. Do time, attendance and payroll records support invoices?	_____	_____
29. Do time and attendance records reflect the same work schedule as outlined in the contract?	_____	_____
30. Is the employer reimbursed in an amount not greater than 50% of total wages paid the trainee?	_____	_____
31. Do the results of the review of financial records compare with the terms of the contract?	_____	_____

\_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_\_  
Employer/Supervisor Signature Date

\_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_\_  
Staff Signature Date

## On-the-Job Training On-Site Review

**Trainee:** The following interview guide is to be used to interview the worksite employer/supervisor.

Date of Review \_\_\_\_/\_\_\_\_/201\_\_      Program Monitor \_\_\_\_\_

**SECTION I.    OJT TRAINEE REVIEW**

OJT Trainee \_\_\_\_\_

Address of Training Site \_\_\_\_\_

OJT Contract Number \_\_\_\_\_ Start Date \_\_\_\_/\_\_\_\_/201\_\_    End Date \_\_\_\_/\_\_\_\_/201\_\_

Contact Person \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

	<b>YES</b>	<b>NO</b>
1. Do you have everything needed to do the job readily available and in good working order? (tools, equipment, etc.)	_____	_____
2. Did you receive a thorough orientation into the company and the OJT program? (i.e., meals/breaks, benefits, policies, etc.)	_____	_____
3. Who is the person most responsible for your training? _____		
4. What methods does he/she use to teach the necessary skills? _____ _____		
Does the response match the training outline and the information presented by the instructor)	_____	_____
5. What was your hourly wage when you started? \$ _____      Now? \$ _____		
6. Do you receive fringe benefits? If Yes, please list _____ _____	_____	_____
7. Are the fringe benefits the same as other regular employees?	_____	_____
8. How many hours per week are you working? _____		
9. Does the training you received match the training outline approved by you at the beginning of training?	_____	_____
10. Does this information correspond to what you were told?	_____	_____
11. Can you describe your job duties? _____ _____		

	YES	NO
12. Do they match those of non-OJT employees performing the same job?	_____	_____
13. Do you sign and keep time records?	_____	_____
14. Are you aware of the grievance procedure?	_____	_____
15. Have you used the grievance procedure? If Yes, please state the result _____ _____	_____	_____
16. Do you have any complaints that you cannot discuss with your supervisor? If Yes, please describe _____ _____	_____	_____

\_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_  
Trainee Signature Date

\_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_  
Staff Signature Date

## 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 affiliate<sup>1</sup>, 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
  - 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

<sup>1</sup> "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.

- 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:**

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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:

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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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## OJT Due Diligence Request Form

Please submit this information via e-mail to [OJTDueDiligence@labor.ny.gov](mailto:OJTDueDiligence@labor.ny.gov). List your NYSDOL Regional business Services Associate Representative in the cc line of your submission.

<b>Local Area/Contact Information:</b>	<b>Date of Request:</b>
<b>Requesting Staff Person's Name</b>	
<b>Business Name:</b>	<b>Business FEIN:</b>
<b>Business Address</b>	
<b>Business Contact Information</b>	
<b>Industry/Type of Business</b>	
<b>Reason for Due Diligence Check:</b>  <input type="checkbox"/> Local OJT <input type="checkbox"/> TAA <input type="checkbox"/> Other	