

**AGREEMENT TO PROVIDE WORKFORCE INNOVATION AND OPPORTUNITY ACT
EMPLOYMENT AND TRAINING SERVICES**

THIS AGREEMENT TO PROVIDE WORKFORCE INNOVATION AND OPPORTUNITY ACT EMPLOYMENT AND TRAINING SERVICES, made as of the 1st day of July, 2021 ("Agreement"), by and between the County of Orange, a municipal corporation duly organized under and existing pursuant to the laws of the State of New York (hereinafter referred to as the "County"), with the concurrence of the Orange County Workforce Development Board (hereinafter referred to as the "OCWDB"), and _____, a _____, with its principal place of business located at _____ (hereinafter referred to as the "WIOA Youth Subcontractor").

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, title 1, subtitle B (Pub. Law 113-128) and all regulations promulgated thereunder, including the proposed regulations (which can be viewed at www.doleta.gov/wioa/NPRM.cfm) (hereinafter referred to as "WIOA") authorizes the State of New York to provide job training and related services for economically disadvantaged and dislocated workers through local Workforce Development Areas; and

WHEREAS, the State of New York ("State") has designated the County as a Workforce Development Area for the provision of such services under WIOA; and

WHEREAS, the County desires to engage the WIOA Youth Subcontractor to provide services under WIOA in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals Incorporated. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.
2. Incorporated Documents. Annexed and incorporated into this agreement shall be the County's Request for Proposals, dated April 12, 2021, entitled Workforce Innovation and Opportunity Act (WIOA) Youth Program RFP-ETA01-21 (the "RFP"), and the WIOA Youth Subcontractor's proposal in response to the RFP, dated _____, 2021 and consisting of _____ pages (the "Proposal. Program performance will be in accordance with the terms of this Agreement, the RFP, and the Proposal.
3. Services. The WIOA Youth Subcontractor agrees to provide job training services for eligible County residents in accordance with the terms of this Agreement, WIOA, and all applicable regulations of the United States government and the State, as amended from time to time.
4. Budget.
 - (a) Approved Budget. The County agrees to pay the WIOA Youth Subcontractor in accordance with the approved budget and the other provisions of this Agreement. The WIOA Youth

Subcontractor will receive WIOA reimbursement on a cost reimbursement basis. Cost plus percentage agreements will not be allowed.

- (b) Modifications to the Approved Budget; Executory Clause. The County retains the right to adjust and/or modify its overall financial obligation to the WIOA Youth Subcontractor based on the amounts available to the County under WIOA. This Agreement does not constitute a financial obligation by the County to the WIOA Youth Subcontractor or financial commitment by the County **beyond those available through WIOA.** Funds expended in accordance with the terms and conditions of this Agreement as listed on the approved budget or as modified with the written approval of the County shall be supplied by the County.
 - (c) Advanced Payments. The County may, at such times and in such amounts as may be determined by the County, in its sole discretion, advance sums of money to the WIOA Youth Subcontractor against future payments to be made to the WIOA Youth Subcontractor. The WIOA Youth Subcontractor agrees to refund and return any and all such advanced funds in excess of actual payments due and owing to the WIOA Youth Subcontractor under the terms of this Agreement within fourteen (14) calendar days of receipt of a written request from the County.
5. No Funds Expended Until Participant Eligibility Certified by the County through its Office of Employment and Training (“ETA”). The WIOA Youth Subcontractor shall not train or otherwise expend funds on prospective participants **unless and until such participants have been declared eligible in accordance with the rules and regulations set forth under WIOA, appropriate state policies and guidelines, and local standards.** The WIOA Youth Subcontractor further acknowledges that unless and until such eligibility determination is obtained in writing from the County, through ETA, that any and all expenditures incurred in connection with such prospective participants shall remain the sole responsibility and liability of the WIOA Youth Subcontractor. The County, through ETA, shall conduct a thirty (30) day review of the initial eligibility determination and notify the WIOA Youth Subcontractor immediately of any errors or omissions in the eligibility determination to further certify that participant is eligible or ineligible to receive WIOA’s sponsored services.
 6. No Program Income. The WIOA Youth Subcontractor shall not receive excess profits or program income through this Agreement. In any event, if the WIOA Youth Subcontractor does generate excess profits or program income, it shall be immediately reported to the County, and such income shall be added to the funds dispersed hereunder and used for the program services covered by this Agreement, unless otherwise directed or required by the County, in its sole discretion, in accordance with WIOA.
 7. Title IV of the Higher Education Act. Pursuant to Title IV of the Higher Education Act (“Title IV”) eligible contractors shall ensure that relevant financial assistance programs are made available to WIOA participants including PELL, Supplemental Education Opportunity Grant Programs, Work-Study, and other relevant financial assistance. Such contractors are required to comply with WIOA regulations regarding coordination and reporting of federal financial assistance for WIOA participants and must inform the County of the amounts and disposition of any Title IV awards and other type of financial aid to each WIOA participant awarded after the enrollment of the participant, as a part of a continuing regular information sharing process. Eligible contractors will

also provide grant/loan application assistance to WIOA participant whenever necessary. WIOA funds should be used in addition to, and in supplement of, Title IV funds. The WIOA Youth Subcontractor shall comply with Title IV as required.

8. “Needs-Based” Payments Directly from County to Participants. Participants in classroom or other types of training may receive "needs-based" or other direct payments while in training in such amounts and at such times as may be determined by the County. The making of such payments shall be the responsibility of the County.
9. Equipment:
 - (a) Any and all equipment purchased with funds received pursuant this Agreement is the property of the County. The WIOA Youth Subcontractor shall maintain records, to the satisfaction of the County, detailing the location and disposition of the aforesaid equipment.
 - (b) The WIOA Youth Subcontractor further agrees to return the aforesaid equipment, in as good condition as received, reasonable wear and tear excepted, within thirty (30) calendar days of the County's written request for return. In the event that the WIOA Youth Subcontractor is unable to return such equipment as aforesaid, the WIOA Youth Subcontractor shall pay the County the reasonable value of such equipment as determined by the County.
10. Reporting Requirements. The WIOA Youth Subcontractor shall comply in a timely manner with reporting requirements as the County may from time to time specify, including the following:
 - (a) The WIOA Youth Subcontractor shall maintain sufficient, auditable, and otherwise adequate records based on the accrual method, or such other method as may be deemed acceptable by the County, in accordance with generally accepted accounting principles which support the expenditure of all funds received under this Agreement, and shall maintain such records on participants and training under this Agreement as the County may from time to time specify.
 - (b) If applicable, WIOA Youth Subcontractor shall provide the County with an audit prepared by an independent auditor in accordance with the provisions of the Single Audit Act, Title 2 of the Code of Federal Regulations, Part 200, Subpart F. The audit or audits shall cover the respective contract period. This audit shall be filed with the County within a year after the close of the WIOA Youth Subcontractor's fiscal year. The audit shall be prepared at the sole cost and expense of the WIOA Youth Subcontractor.
 - (c) The WIOA Youth Subcontractor will notify the County in writing, within ten (10) business days of the date of, any and all changes in facilities or staffing (including terminations, temporary assignments, increased or decreased responsibilities, etc.), which could directly or indirectly affect the WIOA Youth Subcontractor's performance under this Agreement.
 - (d) Notwithstanding anything to the contrary, the WIOA Youth Subcontractor shall maintain all records relating to this Agreement and the services provided hereunder for a period of

six (6) years from the date of termination of this Agreement and in case of audit disallowances, until it is disallowed.

11. Inspections. The WIOA Youth Subcontractor hereby grants authorized County staff the right to inspect, during normal working hours, the WIOA Youth Subcontractor's facilities, financial records, and program and participant files, and to interview participants and staff to verify compliance with this Agreement.
12. Bonding Requirement. The WIOA Youth Subcontractor shall maintain or cause to be maintained during the term of this Agreement, a fidelity bond or letter of credit covering all persons who handle the funds awarded hereunder in an amount not lower than One Hundred Thousand and 00/100 (\$100,000.00) Dollars or, (i) the highest advance received through check or draw down during the preceding grant year, or (ii) if, the WIOA Youth Subcontractors is a new contractor, the highest advance through check or draw down planned for the present grant year. The bond or letter of credit shall name the "County of Orange Workforce Development Board" and the County as beneficiaries and may be invoked to the benefit of the OCWDB and the County upon delivery of a certified statement to the issuing bank or surety company that the WIOA Youth Subcontractor has failed to perform, pursuant to the terms and conditions of its contract with the County. The WIOA Youth Subcontractor shall deliver to the County such bond or letter of credit at the time of execution of this Agreement.
13. Media. The WIOA Youth Subcontractor shall, whenever practical, include the statement "Funded by the Orange County Workforce Development Board" in any press release, advertisement, or other information released to the media in connection with any program conducted pursuant to this Agreement.
14. Certifications and Assurances. By executing this Agreement, the WIOA Youth Subcontractor makes the following certifications and assurances:
 - (a) It possesses the legal authority to execute all of the provisions of this Agreement.
 - (b) A resolution, motion, or similar action has been approved as an official act of the WIOA Youth Subcontractor's governing body authorizing the acceptance signing of this Agreement, including all understandings and assurances contained herein.
 - (c) It will comply with the Civil Rights Act of 1964 (P.L. 88-352) which prohibits denial of benefits, exclusion from participation, or discrimination on the basis of race, sex, color, or national origin.
 - (d) As a condition to the award of financial assistance under WIOA from the United States Department of Labor (the "DOL"), the undersigned assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the WIOA, including the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964; as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws,

including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

- (e) It is unlawful to discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under WIOA, in admission or access to, opportunity or treatment in, or employment, in the administration of or in connection with, any WIOA-funded program or activity.

All WIOA Youth Subcontractors will adhere to Orange County Equal Employment Opportunity (“EEO”)/Affirmative Action policies and guidelines, as required in the Orange County Affirmative Action Plan.

The WIOA Youth Subcontractor shall not discriminate against any employee or applicant for training or employment because of race, color, religion, sex or national origin.

The WIOA Youth Subcontractor shall take affirmative action to ensure that trainees and employees are treated without regard to their race, color, religion, sex or national origin.

The WIOA Youth Subcontractor shall post in conspicuous places available to employers, applicants and trainees, EEO notices provided by the OCWDB and the New York State Department of Labor (the “NYSDOL”) to explain the above.

- (f) Veteran Services – The WIOA Youth Subcontractor shall observe the following and grant priority to youth participants who are veterans.

Eligible veterans and their eligible spouses will receive priority over other eligible populations to any program or service for workforce preparation, development, or delivery that is directly funded, in whole or in part, by the DOL.

The Orange Works (ETA’s One Stop Career Center) customer flow is currently designed to ensure veteran priority of service. All staff members understand that a One Stop customer that is a veteran is directed to One Stop veteran staff. The NYSDOL is a One Stop Consortia Partner agency. The NYSDOL has positioned Labor staff to serve veteran customers exclusively (LVERs and DVOPs) at the One Stop. The NYSDOL veteran staff also partners with veteran service organizations (e.g., Orange County Veterans Bureau, Castle Point, Montrose, etc.) on a regular basis.

Orange County veterans can receive a variety of workforce services through Orange Works’ offices as described in the narrative that follows. Orange County veterans can also access the following website link for additional veteran’s services: www.orangecountygov.com/orgMain.asp?orgid=56&storyType/D=&sid=&

Orange Works One Stop staff ensures that veterans and eligible spouses of veterans are made aware of their entitlement to priority of service; the full array of employment training, and placement services; and all applicable eligibility requirements for those programs and/or services. The One Stop front desk is required to fully interview all customers to identify veterans and eligible spouses of veterans. One Stop staff has

received extensive training on veteran priority of service. Orange Works' orientation includes an announcement that informs attendees that veterans and their eligible spouses are entitled to priority of service.

One Stop signage has been enhanced at the key access points and high traffic areas to ensure veterans are effectively informed. There are several locations for veterans brochures located throughout Orange Works waiting areas.

Veteran advocate organizations, including Orange County Veteran Agency, and general all-purpose human service agencies (i.e., emergency shelters, social services, HUD housing, community action programs, disability service agencies, etc.) that serve veterans will refer those veterans in need of employment and training services to Orange Works. The above agencies, as well as WIOA One Stop Partner agencies (i.e., BOCES, community colleges, labor unions, etc.) incorporate veteran outreach and identification capability within their overall outreach efforts.

- (g) It will maintain appropriate standards for health and safety during training consistent with federal and state law and regulation.
- (h) It has adequate administrative and accounting controls, personnel standards, staff training, and evaluation procedures to execute the provisions of this Agreement.
- (i) No funds received pursuant to this Agreement will be used to encourage, promote, or otherwise support any political candidate or party, nor shall any participant be selected or promoted based on that person's political affiliation or beliefs.
- (j) It will comply with federal and state laws and regulations prohibiting sectarian or religious activities in the employment or training of participants. WIOA funds shall not be used for the promotion of any religious activity or utilized for any religious purpose(s). The County retains the exclusive right and authority to determine whether or not the WIOA Youth Subcontractor is, and remains, in compliance with this provision.
- (k) It has reviewed and is familiar with of the federal Workforce Innovation and Opportunity Act of 2014, title 1, subtitle B (Pub. Law 113-128) and all regulations promulgated thereunder, including the proposed regulations, which can be viewed on the DOL's website at www.doleta.gov/wioa/NPRM.cfm.
- (l) It will ensure that:
 - i. No funds received pursuant to this Agreement shall be used in any way to either promote or oppose unionization.
 - ii. No person shall be required to join a union as a condition for enrollment in a program receiving funds under this Agreement in which only institutional training is required, unless such training involved persons employed under a collective bargaining provision which contains a union security provision.
 - iii. No person shall be referred to or placed in a training position affected by

a labor dispute involving a work stoppage and no payments may be made to employers for the training of participants during the periods of work stoppage.

- (m) It will ensure that all activities carried out pursuant to this Agreement:
 - i. Result in an increase in training opportunities over and above those which would otherwise be available.
 - ii. Do not displace currently employed workers, including displacement such as reduction in hours or non-overtime workers.
 - iii. Do not impair existing contracts or result in the substitution of funds received pursuant to this Agreement for other funds in connection with work that would otherwise be performed.
 - iv. Do not result in the hiring of any person into:
 - (A) A position which is vacant due to a lay-off from the same or a substantially equivalent position.
 - (B) A position which is vacant due to a hiring freeze covering the same or a substantially equivalent position.
- (n) It shall comply with all federal and state child labor laws.
- (o) It shall ensure that no person will be hired with funds received pursuant to this Agreement in a staff or training position who is a member of the immediate family (wife, husband, son, daughter, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent or step-child) of any person on the WIOA Youth Subcontractor's staff who has substantial influence or control over the activities carried out pursuant to this Agreement.

The WIOA Youth Subcontractor shall ensure that no individual in a decision-making capacity shall engage in a decision-making capacity, including participation in the selection, award, or administration of a sub-grant or contract supported by WIOA funds if a complaint of interest real or apparent, would be involved.
- (p) It will ensure that no funds received pursuant to this Agreement are used for the payment of a fee for the placement of any trainee or program participant in a position of employment.
- (q) **It will ensure that any and all amendments and/or addenda required by the DOL or NYSDOL as a result of regular monitoring or oversight activities, and/or finalization of the proposed federal regulations for WIOA, will be incorporated herein as part of this Agreement or any other subsequent agreements.**

15. Term. The term of this Agreement shall commence on July 1, 2021 and end June 30, 2022. Pursuant to the RFP, the County may extend this Agreement for up to two (2) additional one (1)

year periods, at its sole option and under the terms and conditions of the RFP. The County will present the WIOA Youth Subcontractor with an Amendment and Extension Agreement for execution if the County opts to exercise its option to extend this Agreement. Following the original term of this Agreement, as may be extended as discussed above, this Agreement shall not be automatically renewed and the WIOA Youth Subcontractor will need to submit a proposal in response to the County's Request for Proposals to re-apply for funding.

16. Termination:

- (a) By the County. The County may terminate this Agreement, by written notice to the WIOA Youth Subcontractor, (i) effective upon receipt by the WIOA Youth Subcontractor, because of lack of available funding; or (ii) effective on thirty (30) calendar days' prior written notice to the WIOA Youth Subcontractor, for the WIOA Youth Subcontractor's failure to abide by the terms and conditions of this Agreement, inadequate performance (which includes, but is not limited to the WIOA Youth Subcontractor's failure to reach program enrollment and performance goals), or such other reasons as are determined by the County to be in the best interest of the County or the program.
- (b) By the WIOA Youth Subcontractor. The WIOA Youth Subcontractor may terminate this Agreement on thirty (30) calendar days' prior written notice to the County for County's failure to abide by the terms and conditions of this Agreement.
- (c) Effect of Termination. Termination of this Agreement by either party hereto shall not abridge, nor in any way diminish the County's right to collect any funds previously advanced to the WIOA Youth Subcontractor under the provisions of this Agreement except those funds which have been properly and legally expended pursuant to this Agreement prior to the close of business on the date of termination.

17. Disputes. The WIOA Youth Subcontractor shall comply with WIOA - OCWDB dispute resolution procedures. Disputable elements may include acceptable performance, unauthorized changes, events of equitable adjustment, and other issues that the OCWDB may deem disputable. The WIOA Youth Subcontractor shall submit a formal written request to dispute an element to the OCWDB Director within thirty (30) calendar days of the disputed element. The dispute request should be specific to the contract change(s) that need to be reviewed. Once the dispute claim is received, the OCWDB Director will review and respond in writing within thirty (30) calendar days of receipt of the WIOA Youth Subcontractor's notice of dispute. In the event that the WIOA Youth Subcontractor disagrees with the OCWDB Director's recommendation for resolution, the WIOA Youth Subcontractor can appeal to the NYSDOL WIOA Regional Office in White Plains. Further appeals may be reviewed by NYSDOL Grants in Albany and the DOL.

18. Insurance.

- (a) The WIOA Youth Subcontractor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a worker's compensation insurance, disability insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have

been fully informed as to the nature of the services to be performed. Except for worker’s compensation, disability insurance, and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of the WIOA Youth Subcontractor and not those of the County. Notwithstanding anything to the contrary in this Agreement, the WIOA Youth Subcontractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this section. The provisions of insurance by the WIOA Youth Subcontractor shall not in any way limit the WIOA Youth Subcontractor’s liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker’s Compensation	Statutory
Disability	Statutory
Employer’s Liability	\$500,000 each accident \$500,000 disease each employee \$500,000 disease policy limit
Automobile Liability (Incl. Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Incl. Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

- (b) The WIOA Youth Subcontractor shall provide the County with certificates of insurance evidencing WIOA Youth Subcontractor’s compliance with these requirements prior to execution of this Agreement by County.
- (c) Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) business days prior written notice to the County, directed to the County’s Risk Management Division and the Director of ETA and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the WIOA Youth Subcontractor.
- (d) To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that

- i. Policy retroactive dates coincide with or precede the WIOA Youth Subcontractor's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
 - ii. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the services hereunder, the WIOA Youth Subcontractor will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.
 - iii. Immediate notice shall be given to the County through the Director of ETA and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.
- (e) The WIOA Youth Subcontractor shall provide student accident insurance to participants in classroom training programs in which participants are not covered by Worker's Compensation. Such coverage shall be maintained at a level consistent with other students.

19. Liability.

- (a) The WIOA Youth Subcontractor shall conduct its activities pursuant to this Agreement so as not to endanger any person and will defend, indemnify and hold harmless the County, its agents, officers, and employees against any and all claims, demands and causes of action, including claims for personal injury and/or death, damages (including damages to the WIOA Youth Subcontractor's property) costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of, or caused by the acts or omissions of the WIOA Youth Subcontractor, its officers, agents, employees, guests, patrons, students, or invitees whether such actions are authorized by this Agreement or not. The WIOA Youth Subcontractor shall defend at its own risk and expense any and all suits, actions, or legal proceedings which may be brought or instituted against the County and/or the WIOA Youth Subcontractor, their agents, officers, or employees, for any such claim, demand, or cause of action.
- (b) The County shall conduct its activities pursuant to this Agreement so as not to endanger any person and will indemnify and hold harmless the WIOA Youth Subcontractor, its agents, officers and employees any and all claims, demands or causes of action, including claims for personal injury and/or death, damages (including damages to the County's property) costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of, or caused by the acts or omissions of the County, its officers, agents, employees, guests, patrons, students, or invitees, whether such actions are authorized by this Agreement or not. The County shall defend at its own risk and expense any and all suits, actions, legal proceedings which may be brought or instituted against the County and/or the WIOA Youth Subcontractor, their agents, officers, or employees, for any such claim, demand, or cause of action.

20. Assignment and Subcontracting. The WIOA Youth Subcontractor shall not subcontract, assign, transfer, or otherwise dispose of any right, title, obligation, or interest under this Agreement

without the prior written consent of the County. Any such subcontract or disposition of any right, title, obligation or interest under this Agreement without the prior written consent of the County shall remain the sole responsibility and liability of the WIOA Youth Subcontractor.

21. Modification of Agreement. This Agreement may be modified with the written concurrence of both parties to this Agreement.
22. Severability. Should any part, term or provision of this Agreement be decided by a court or competent jurisdiction to be illegal on its face or in application, or to be in conflict with any federal or state law, or to be otherwise rendered unenforceable or ineffective, the validity of the remaining portions shall not be affected thereby.
23. Governing Law. This Agreement shall be governed by the laws of the State of New York. The WIOA Youth Subcontractor shall render all services under this Agreement in accordance with applicable provisions of all federal, state, and local laws, rules, and regulations as are in effect at the time such services are rendered. No clause in this Agreement shall be construed to empower any party to take action that is not authorized by law.
24. Entire Agreement. This Agreement, together with the RFP and the Proposal, is the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between the parties hereto relating to the subject matter hereof.

PROGRAM SUMMARY

The full RFP and the Proposal are incorporated into this Agreement and performance shall be in accordance with the terms and conditions of this Agreement, the RFP and the Proposal. However, in the event of any conflicting terms and conditions, by execution of this Agreement, the parties hereto agree to the following order of precedence with the first on the list ultimately controlling:

- 1) this Agreement
- 2) the RFP
- 3) the Proposal

BUDGET

SEE ATTACHED BUDGET

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date(s) below written:

WIOA YOUTH SUBCONTRACTOR:

By _____
Signature of Authorized Official

Witness

Date

Date

COUNTY:

By _____
Stefan ("Steven") M. Neuhaus,
County Executive

Witness

Date

Date

ADDENDUM A

This Addendum A to the Agreement to Provide Workforce Innovation and Opportunity Act Employment and Training Services, dated July 1, 2021 ("Agreement") by and between the County of Orange ("COUNTY") and _____ ("WIOA Youth Subcontractor") hereby amends the Agreement by incorporating the attached certifications.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive
Date: _____

WIOA Youth Subcontractor

By: _____
Name: _____
Title: _____
Date: _____

FEDERAL CERTIFICATIONS

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. WIOA Youth Subcontractor certifies, by its signature below, 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 WIOA Youth Subcontractor is unable to certify to any of the statements in this certification, WIOA Youth Subcontractor shall attach an explanation to this Agreement.
3. WIOA Youth Subcontractor shall pass the requirements of A.1. and A.2. above, to each person or entity with whom Vendor enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING

By its signature below, WIOA Youth Subcontractor 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 WIOA Youth Subcontractor, 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 Vendor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. WIOA Youth Subcontractor 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 its signature below, WIOA Youth Subcontractor 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 the 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

WIOA Youth Subcontractor 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.

WIOA Youth Subcontractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Vendor’s 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

Vendor 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 Vendor or a subrecipient 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, Vendor 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, Vendor agrees to comply with the Veteran's Priority Provisions.

STATE CERTIFICATIONS

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

The undersigned, as duly sworn representative of WIOA Youth Subcontractor, hereby attests and certifies that:

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

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

In accordance with Chapter 807 of the Laws of 1992, WIOA Youth Subcontractor, by its signature below, certifies that it or any individual or legal entity in which it holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Vendor, either:

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

1. Has business operations in Northern Ireland:

_____ Yes _____ No

If yes:

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

_____ Yes _____ No

J. NON-COLLUSIVE CERTIFICATION

By its signature below, WIOA Youth Subcontractor and each person signing on behalf of WIOA Youth Subcontractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

I, the undersigned, attest under penalty of perjury that I am an authorized representative of WIOA Youth Subcontractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative:

Title: _____

Date: _____