

CONFLICT OF INTEREST ADDENDUM

This **CONFLICT OF INTEREST ADDENDUM** (“Addendum”), effective July 1, 2017 and as stated herein, hereby supplements that certain Agreement for One-Stop Operator Services (“Agreement”), effective July 1, 2017, by and between the Orange County Workforce Development Board (“OCWDB”), the County of Orange (“County”), and the One Stop Consortium.

1. **One-Stop System.** The one-stop career service delivery system in the Orange County Workforce Development Area (“OCWDA”) is known as Orange Works American Job Center (“Orange Works”). Orange Works operates primarily through two (2) fully-certified comprehensive physical one-stop career centers (individually referred to as a “Center” and collectively referred to as “Centers”) located in the cities of Middletown and Newburgh, respectively. The Centers provide a variety of services; employment, career, and training services under one (1) roof to assist job seekers and businesses alike. The Centers also offer the services of a full-time disability resource coordinator, funded under the Disability Employment initiative, Ticket-to-Work program. In addition, the Centers provide TANF employment and training services and activities for employable TANF, Safety Net and Food Stamp recipients through funding provided to OCETA by the Orange County Department of Social Services (“OCDSS”).
2. **One-Stop Operator.**
 - (a) In accordance with the Agreement, Orange Works is operated by the One Stop Consortium – a four (4)-agency consortium consisting of Orange County Employment & Training Administration (“OCETA”), SUNY Orange, Orange-Ulster BOCES (“OU-BOCES”), and the New York State Department of Labor (“NYSDOL”).
 - (b) As the operator of Orange Works, the One Stop Consortium (also referred to herein as “One-Stop Operator”) will coordinate the service delivery of federally-funded employment and training programs (“Required Partners”) and service providers in accordance with the Workforce Innovation and Opportunity Act (“WIOA”) and as set forth in the Agreement.
 - (c) Collaborative operating consortia leadership will be demonstrated through regularly planned monthly meetings with the four (4) agency members of the One Stop Consortium, with both fixed and flexible agenda items. Staff will receive guidance from the One Stop Consortium through joint written and verbal communication (i.e. such as, staff meetings, staff training, etc.).
 - (d) Operating consortia decisions will be decided by consensus. Stalemate issues will be reviewed by the OCWDB Executive Committee. The One Stop Consortium will determine center-wide policies through communication and dialogue with consortia members. The OCWDB will provide guidance to the One Stop Consortium on policy making, although the One Stop Consortium can recommend and advise on policy issues. Consortia members will assist and coordinate program roles.
3. **Roles of Member Agencies within the One Stop Consortium.**
 - (a) **OCETA.** OCETA will act as the lead agency within the One Stop Consortium, and will be the primary liaison to the OCWDB. Specifically, OCETA has the following responsibilities:
 - (i) Convene and facilitate meetings with the OCWDB to discuss system coordination, customer engagement, and system performance;
 - (ii) Coordinate Required Partner responsibilities as defined in the Memorandum of Understanding, and convene Required Partners regularly to build affiliation and commitment;
 - (iii) Convene and facilitate mandated Required Partner meeting at least four (4) times per year (or at intervals determined by the OCWDB) and report back to the OCWDB;
 - (iv) Convene and facilitate One Stop Consortium meetings;
 - (v) Report to the OCWDB, stakeholders, and Required Partners on system activities, and make recommendations to improve program effectiveness through the sharing of services, resources, and technologies among Required Partners;
 - (vi) Support the OCWDB in developing benchmarks to measure the progress and performance of Orange Works; and
 - (vii) Perform related activities as assigned by the OCWDB.

(b) **SUNY Orange, OU-BOCES, and NYSDOL.** SUNY Orange will participate with the OCWDB Business Team. Under the leadership of OCETA, SUNY Orange, OU-BOCES, and NYSDOL will attend regularly scheduled One Stop Consortium meetings. These agencies will also provide input on OCWDB and Required Partner meeting agenda issues, including, but not limited to the following items as they relate to the effectiveness of Orange Works:

- (i) Overall coordination of services;
- (ii) Reaching target populations;
- (iii) Business/employer services;
- (iv) Skills training – ITAs;
- (v) Accountability;
- (vi) Performance measures;
- (vii) Career pathways;
- (viii) Credentials, certificates, post-secondary;
- (ix) Job placement;
- (x) Literacy services;
- (xi) Drop-out youth services;
- (xii) Pre-employment job readiness training; and
- (xiii) Improving technology.

4. **Roles of Member Agencies within Orange Works.** Each member of the One Stop Consortium also serves a different role within Orange Works. Specifically, all four (4) member agencies also serve as service providers under WIOA.

(a) **OCETA.** OCETA is the provider of “Career Services” as defined in WIOA section 134(c)(2). OCETA’s Director coordinates the delivery of Career Services in the OCWDA, in collaboration with the local NYSDOL Office. Specifically, OCETA performs the following functions:

- (i) Determines whether individuals are eligible to receive assistance;
- (ii) Provides outreach, intake and orientation to services available through Orange Works;
- (iii) Provides initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
- (iv) Provides labor exchange services, including job search, placement assistance, and career counseling for job-seekers, and appropriate recruitment and other business services on behalf of employers;
- (v) Provides referrals to and coordination of activities with other programs and services, including services within Orange Works and other workforce development programs;
- (vi) Provides workforce and labor market employment statistics information;
- (vii) Provides performance and program cost information on training providers;
- (viii) Provides information to Orange Works’ customers regarding performance on accountability measures;
- (ix) Provides information to Orange Works’ customers relating to the availability of supportive services, and referral to such services as appropriate;
- (x) Provides information and assistance regarding filing claims for unemployment compensation;
- (xi) Provides assistance in establishing eligibility for programs of financial aid assistance for programs not funded under WIOA;
- (xii) Provides services, if appropriate, for an individual to obtain or retain employment, such as:
 - (A) comprehensive and specialized assessments of skill levels and service needs;
 - (B) development of an “Individual Employment Plan;”
 - (C) group counseling;
 - (D) individual counseling;
 - (E) career planning;
 - (F) short-term pre-vocational services;
 - (G) internships and work experiences linked to careers;
 - (H) workforce preparation activities;
 - (I) financial literacy services;
 - (J) out-of-area job search and relocation assistance; and
 - (K) English language acquisition and integrated education and training programs; and

- (xiii) Provides follow-up services.
- (b) **NYSDOL.** NYSDOL performs the following functions:
 - (i) Develops and maintains technological links compatible with the NYSDOL “One Stop Operating System” (“OSOS”) database;
 - (ii) Provides of career services and tracks performance;
 - (iii) Provides staffing assistance at the Centers’ reception area;
 - (iv) Provides assistance in the Centers’ “Resource Room;” and
 - (v) Provides staff training in areas (i.e., Resource Room and OSOS).
- (c) **OU-BOCES.** As service provider under WIOA, OU-BOCES performs the following functions:
 - (i) Provides literacy services, including TASC-HSEQ, ESL, ABE, and limited English speaking; and
 - (ii) Provides WIOA Title I vocational skills training for eligible WIOA customers through ITA vouchers.
- (d) **SUNY Orange.** As a service provider under WIOA, SUNY Orange performs the following functions:
 - (i) Provides literacy services, including TASC-HSEQ, ESL, ABE, and limited English speaking; and
 - (ii) Provides WIOA Title I vocational skills training for eligible WIOA customers through ITA vouchers.

5. **WIOA Firewall Structure and Requirements.** WIOA (which term includes the law and its implementing regulations) was designed to minimize organizational conflicts of interest through segregation of duties, disclosure, and recusal in order to foster public and partner confidence. In that regard, WIOA requires the following:

- (a) Separation of duties among staff functions;
- (b) Responsibilities on multiple roles need to be communicated;
- (c) Recusals from voting on any related matters applicable to these other duties;
- (d) Physical and electronic access to information is restricted;
- (e) Independence of supervision over staff; and
- (f) Confidentiality over information regarding documentation involved in these duties.

6. **One Stop Consortium Firewall Assurances.**

- (a) The OCWDB sets policy for WIOA workforce services. The OCWDB director receives the policy and disseminates it down to the One-Stop Operator and providers of Career Services. The One-Stop Operator implements, coordinates, and monitors this policy through the providers of Career Services. Each entity within the above described structure will function only within the sphere of authorized WIOA activities. Each entity will follow and adhere to the six (6) stated required components listed in Section 5(a)-(f) hereof.
- (b) In the OCWDA, the OCWDB is a separate and distinct entity apart from the One-Stop Operator as well as the Orange Works providers of services. It will be the responsibility of the OCWDB to monitor and ensure that the One-Stop Operator (a) does not perform any WIOA functions that should be directly administered by the OCWDB, and (b) performs all tasks and functions required under the Agreement.
- (c) The OCWDB will develop a written evaluation guide to specifically monitor the One-Stop Operator for performance on a quarterly basis. Furthermore, the OCWDB will monitor the full separation and segregation of duties of the One-Stop Operator in regards to the members of the One Stop Consortium (i.e., SUNY Orange, OU-BOCES, NYSDOL, and OCETA).
- (d) Since OU-BOCES and SUNY Orange are also WIOA service providers in the Centers (i.e., vendor training entities), when the One-Stop Operator is reviewing the coordination of One Stop partners, the services of SUNY Orange and OU-BOCES will be separated out for review (i.e., ITA

tuition vouchers). In addition, although NYSDOL is not a training provider per se, the NYSDOL's role as a member of the One Stop Consortium must be maintained and delivered separately.

- (e) In order to audit the effective separation of duties as it relates to the firewall compliance, the OCWDB will require a monthly written record of planned vs. actual activities.
- (f) Chain of command will be very clearly established to focus on staff accountability. Each staff person will be fully informed regarding allowable WIOA workforce activities. The OCWDB will also require regularly scheduled staff meetings to review and reinforce the successful implementation of the firewall compliance effort.
- (g) Since SUNY Orange, OU-BOCES and NYSDOL are also represented on the OCWDB, the same methodology will have to be utilized to maximize the firewall provisions. In those areas where a conflict of interest is apparent, the recusal of specific members must take place when deciding on selected issues.
- (h) **Staff Members.** State agency or service provider staff members serving in a case management capacity, must not enroll, case manage, or otherwise work directly with family members as participants, applicants, or registrants. When a family member is in need of services, he or she must be assigned to a different caseworker/case manager (preferably at a different service site) to avoid any real or perceived conflict of interest. Family includes any staff member's spouse, parents, children, brothers or sisters and spouses of such parents, children, brothers or sisters.
- (i) **Duty to Disclose.** Any individual subject to this Addendum who suspects that his or her personal or financial advantage may be considered a conflict of interest, real or perceived, must disclose all material facts to the appropriate director and/or members of the relevant board or committee or appropriate agency manager using the form annexed hereto as Attachment A. If the facts demonstrate that a real or perceived conflict of interest exists, the director, board chair or agency manager may require that the individual recuse him or herself from involvement in, or discussion or vote on, the matter at hand and will ensure that such recusal is documented in the official minutes of the meeting or other pertinent agency document file.
- (j) **Multiple Roles.** Local organizations often function simultaneously in a variety of roles, including local fiscal agent, local board staff, one stop operator, and direct provider of career services or training services. Any organization that has been selected or otherwise designated to perform more than one of these functions must develop a written agreement with the Local Board and Chief Elected Official that clarifies how it will carry out its responsibilities while demonstrating compliance with WIOA regulations, relevant OMB circulars, and this conflict of interest policy.
- (k) **Competitive Selection/Procurement.** As required under 2 CFR §200.318, entities authorized to award contracts on a competitive basis must maintain written standards of conduct covering conflicts of interest and governing the activities of its employees and/or members engaged in the selection, award or administration of a contract funded with federal funds. No employee, officer or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such conflict arises when the employee, officer, or agent or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or gains a tangible personal benefit from such contract. Entities with decision making authority over WIOA funds, local entities from all four core partners must not solicit or personally accept gratuities, favors, or anything of monetary value from any actual or potential contractor, subgrantee, vendor or participant. Entities or members knowingly violating this policy may be subject to disciplinary action that may range from formal reprimand, to dismissal and, depending upon degree of violation, debarment, suspension or termination of awardee status.
- (l) **Mandatory Disclosure.** All recipients of federal awards must disclose, as required under 2 CFR §200.113, in a timely manner, in writing to the awarding agency or pass-through entity, any and all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in temporary withholding of cash payments, disallowed costs, suspension or termination of the award, and other remedies for non-compliance including suspension and debarment.

- (m) The OCWDB will have ultimate responsibilities to monitor and evaluate the firewall compliance within the One Stop Consortium and Center service providers. The OCWDB will delegate a specific staff individual to fulfill this function by periodically inspecting and reviewing the firewall compliance activities as stated (i.e., separation, segregation, recusal, disclosure, etc.). This firewall compliance review will include a fiscal, programmatic, and staff function evaluation to obtain a complete picture of the Orange Works operation functions and Center delivery of WIOA workforce services. The firewall compliance monitor will report any problems/violations back to the OCWDB director for corrective action.

IN WITNESS WHEREOF, the undersigned, representing the parties to the Agreement, do certify upon the signing of this Addendum their respective understanding of, agreement with, and willingness to assume the responsibilities set forth herein.

ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

BY: _____
Mary DeFreitas
Chairperson

Dated: _____

COUNTY OF ORANGE

BY: _____
Stefan (Steven) M. Neuhaus
County Executive

Dated: _____

**ONE STOP CONSORTIUM:
ORANGE COUNTY EMPLOYMENT & TRAINING**

BY: _____
Name: _____
Title: _____

Dated: _____

SUNY ORANGE

BY: _____
Name: _____
Title: _____

Dated: _____

ORANGE-ULSTER BOCES

BY: _____
Name: _____
Title: _____

Dated: _____

NEW YORK STATE DEPARTMENT OF LABOR

BY: _____
Name: _____
Title: _____

Dated: _____

ATTACHMENT A
ONE-STOP OPERATOR CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Orange County Workforce Development Board ("OCWDB"), or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Activities are defined as board membership, employment or a vendor in any capacity. Relationships are defined as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

B. "Person" includes an individual, agency, entity, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the contract work.

C. The undersigned warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail—attach sheets if necessary):

E. The undersigned agrees that if an actual or potential conflict of interest arises after the date of this affidavit, he/she will immediately make a full disclosure in writing to the OCWDB Chairperson of all relevant facts and circumstances. Such disclosure shall include a description of actions which the undersigned has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Printed Name

Authorized Signature

Date