

**Saratoga, Warren and Washington County Workforce
Investment Board**

**REQUEST FOR PROPOSALS
For**

Disability Employment Initiative (DEI)

RFP 2014-01

Issue Date: February 5, 2014

Due Date:

Wednesday, February 26, 2014, by 2:00pm

Respond to:

**Saratoga County One Stop Career Center
152 West High Street, Room B-204
Ballston Spa, New York 12020**

Attention:

**Lisa Scaccia
Director Saratoga County One Stop Career Center**

**Grant Recipient and Contractor
Saratoga County**

**Saratoga, Warren and Washington County Workforce
Investment Board**

RESPONSE CHECKLIST

RFP 2014-01 Disability Employment Initiative (DEI)

The Proposers attention is especially called to the terms listed below, which must be submitted in full as part of this proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposals (RFP) may be cause for rejection of the proposal.

Please check each item indicating your compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- _____ RESPONSE CHECKLIST
- _____ BUDGET SUBMISSION SHEET (Vendor's Own Submission)
- _____ PROPOSAL, **ONE (1) ORIGINAL AND Six (6) COPIES**
- _____ APPENDIXES A, B, C, attached to the proposal
- _____ **SIGNED** PROPOSAL CERTIFICATION FORM
- _____ VENDOR RESPONSIBILITY FORM

Please read all the information contained in this package.

COMPANY	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP	E-MAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

REQUESTS FOR PROPOSALS
Disability Employment Initiative (DEI)

Saratoga, Warren and Washington County Workforce Investment Board
RFP 2014 - 01

The Saratoga, Warren, Washington County Workforce Investment Board (SWW WIB) is requesting proposals from incorporated agency(s) to subcontract services for the Disability Employment Initiative (DEI) pending approved funding. The Contractor chosen cannot subcontract the Award. Saratoga County as Grant Recipient has additional contractual requirements as stated in Addenda A, B, and C.

Services Requested:

The employment of three (3) Disability Resource Coordinators (DRC) to provide services for individuals with disabilities in the three County SWW WIB. One DRC would work in the Saratoga County One-Stop Career Center located at, 152 West High Street, Room B-204 Ballston Spa, New York 12020. The second DRC would work at The Warren County One-Stop Career Center, located in the Northway Plaza, Queensbury, New York 12804. The third DRC would work in the Washington County One-Stop Career Center located at, 383 Broadway, Room B010, Fort Edward, NY 12828. See the job description and details of the DRC position in Appendix E

Time Frame of Contract:

Starting from on or about **April 1, 2014 – January 31, 2017** or until funding is exhausted.

Funding Available:

Potential funds estimated up to **\$197,846.67** annually. The funds will be available pending approved funding earmarked specifically for the DRC position for salary, fringe benefits, travel, technology expense, and administrative costs as follows:

Salary Range	\$50,000.00 to \$52,000.00 per year per DRC.
Fringe Benefits	FICA and Worker’s Compensation are mandatory. All other Insurances that are customarily provided to Agency Employees and will be reimbursed as well as salary.
Travel	Up to \$5,333.28 for travel per contract year for all 3 DRC positions.
Administrative Costs	For supervision, payroll expense, rent allocation, supplies, etc. up to 5% of the total contract.
Assistive Technology	Up to 18,000.00 total for all three DRC’s for the term of the contract ending in 2017.

Specifications and proposal form may be obtained starting **February 5, 2014** either in person or upon request Monday through Friday at the following site or download from the following website:

Saratoga County One-Stop Career Center
152 West High Street, Room B-204
Ballston Spa, New York 12020
(518) 884-4170

http://www.saratogacountyny.gov/?page_id=1508

Proposal Deadline:

Sealed proposals must be in possession of the Saratoga County One Stop Career Center no later than **Wednesday, February 26, 2014 at 2:00 P.M.**

Late Proposals will be returned, unopened to contractor.

In addition, SWW WIB reserves the right to forego any informalities and reject any or all proposals late or on- time for due cause.

BACKGROUND FOR DEI Program

NYS Disability Employment Initiative (DEI):

This initiative will provide funding until **January 31, 2017** to support Disability Resource Coordinators (DRCs) in the One-Stop Career Centers. DRCs provide a value-added service in One-Stop Career Centers for people who self-identify with a disability. Each DRC will also be expected to expand the use of employment networks under the Ticket-to-Work Program. In addition, DRCs will work to build effective community partnerships to better serve the needs of individuals with disabilities and improve employment outcomes.

This program makes available grant funds to the SWW WIB to hire, train, and place full-time DRC's in One-Stop Career Center(s) in our three County area. Program awards are made dependent on the availability of approved funding. **Agencies must bid on all three DRC positions.**

PROPOSAL FORMAT

Section A – Introduction:

This section should contain an Executive Summary, which demonstrates your understanding of goals and objectives in providing DEI services.

Section B – Company Profile and History:

- Name, phone number and e-mail address of the person the SWW WIB should contact with any questions on the proposal.
- The name and title of person submitting the proposal.
- Documentation of vendor history, including capabilities in the areas of services to be provided, number of years in business, number of years doing business in New York State, size and scope of operation.
- Type of corporate organization (not for profit, for profit, etc.).
- Individual designated as the account manager for this service and submit a resume for this individual identifying past experience on similar projects. SWW WIB reserves the right to interview the individual.
- A statement indicating the respondent is in good financial standing, not in any form of bankruptcy, and is current with tax payments.

Section C – Required Forms:

Required forms listed in the RFP to be returned with Proposal. Specifically include a signed Proposal, and Addenda A, B,C and Vendor Responsibility form.

Section D. – Budget Section:

Provide pricing for each item associated with DEI services. Your organization can only be reimbursed for wages/fringe, mileage, assistive technology, and up to **5% Admin**. This can be submitted on Proposor’s form (excel spreadsheet, etc.) Please sign your budget proposal page.

Section E – Additional Information:

This section should include any additional information you would like us to know about your organization or proposal.

GENERAL INFORMATION

Obligations of Proposers and Inquiries:

- A. Every person intending to issue a proposal pursuant to these specifications, before submitting said proposal, shall make himself fully familiar with the product to be provided.
- B. A vendor will be barred from pleading misunderstanding or deception because of estimates of quantities, character, and scope of work, location or other conditions surrounding the same. Permission will not be given to modify any proposals after the proposals are opened.
- C. Technical inquiries, in writing, should be addressed to:

Lisa Scaccia
Director Saratoga County One-Stop Career Center

152 West High Street, Room B-204
 Ballston Spa, New York 12020
 Fax: (518) 884-4262
 Email address: lscaccia@saratogacountyny.gov

Any questions posed must be submitted in writing, by fax or email, to the SWW WIB. Questions will be accepted up to 12 pm noon on Thursday, February 20, 2014. Please place (DEI) in the email subject line. Questions will be answered by an addendum no later than Monday, February 24th, 2014, at 12 noon.

Submission of Proposals:

- Proposals must be submitted using the forms included in these specifications.
- Proposals must be accompanied by a signed Proposal Form, Addenda A, B, C, and Vendors Certification Form. These forms can be found at the end of these specifications.
- **One (1) original and seven (6) copies** (each marked “copy”) of the proposal must be provided.
- If discrepancies are found between two or more copies of the bid, the original copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “ORIGINAL,” the SWW WIB may reject the bid. However, the SWW WIB may at its sole option, select one copy to be used as the “original.”
- Read all documents contained in the Request for Proposal package.
- Proposers are responsible for submitting their proposal to the Saratoga County One-Stop Career Center at 152 West High Street, Room B-204, Ballston Spa, New

York 12020. **Proposals are due on or before Wednesday, February 26, 2014, prior to 2:00 PM local time.**

- Facsimile or emailed copies are NOT acceptable.
- Vendors shall indicate on the outside of their sealed proposal the following information:
 - a. Title of RFP and RFP Number
 - b. Date and Time the RFP is due
 - c. Company Name

Failure to do so may result in the rejection of the proposal as being unresponsive.

Late Proposals:

Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the Vendor as non-responsive. The Vendor is responsible for the delivery of the proposal. If the proposal is delivered to the wrong office, by any delivery method, the Vendor bears the responsibility. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the Vendor.

NOTE: Any delay due to traffic, weather, construction, mail or express delivery, mechanical failure or failure to locate our office is not an exception to the deadline for receipt of proposals. Please plan accordingly.

Contract Award:

Award of contract will be made following review of proposals and approval by our WIB Directors, One Stop Career Center Directors and followed by approval from the Saratoga County Board of Supervisors, as Grant Recipient.

Method of Award:

The award will be made to the most responsible proposer whose proposal is determined to be in the best interest of the SWW WIB and deemed will best serve the SWW WIB requirements, based upon Principal Award Criteria, the evaluation of references, corporate qualifications, and if deemed necessary an interview with the Vendor.

Price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and be in compliance with all requirements of the Request for Proposals.

Incomplete or non-responsive proposals may be rejected at the discretion of SWW WIB.

The following criteria will be utilized in the evaluation of qualifications for developing the list of candidates to be considered for interviews and/or potential negotiations. The following criteria are NOT listed in order of importance.

Award Criteria and Maximum Points Available:

- (a) Responsiveness, thoroughness and overall quality of the proposal; (20)
- (b) Presentation of an understanding of DEI service; (20)
- (c) Cost of services; (20)

- (d) Experience of the Contractor with similar programs within New York State; (20)
- (e) Demonstration of adequate resources to supply said services; (20)

The SWW WIB and One –Stop Career Center Directors may require interviews with Proposers submitting proposals, for the purpose of obtaining additional information or clarification. Proposers must be prepared to make one or more interviews. Proposers must comply with this request or be disqualified. However, the written proposal should represent Proposer’s “best offer” as interviews may not be mandated.

The SWW WIB reserves the right to reject any and all proposals with good cause and to waive minor irregularities. The SWW WIB further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the SWW WIB to do so.

Advertising:

In submitting its proposal, the Proposer agrees not to release any announcements or commercial advertisements without written approval of the SWW WIB.

Exceptions:

Any exceptions to terms, conditions, or other requirements in any part of the RFP must be stated and described in detail as part of the proposal. Exceptions may result in a rejection of the proposal. Otherwise, the SWW WIB will consider that all items proposed are in strict compliance with the RFP, and the successful Proposer will be responsible for compliance.

Written Communication:

No negotiations, decisions, or actions, shall be initiated or executed by the Vendor as a result of any verbal communication with any SWW WIB staff, One-Stop Career Center Directors or WIB Board member. Only those communications, which are in writing from the SWW WIB representative, as identified in this RFP may be considered as a duly authorized expression on behalf of the SWW WIB. Also, only communications from vendors in writing shall be recognized by the SWW WIB as duly authorized expressions on behalf of the vendors.

Clarification of Proposal Information:

The SWW WIB and Saratoga County as Grant Recipient reserve the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking of references and securing other data from outside sources, as well as from the Vendor.

Reference to Other Materials:

The Proposer cannot compel the SWW WIB to consider any information except that which is contained in its proposal, or which is offered in response to a request from the SWW WIB. The Proposer should rely solely on its proposal. The SWW WIB, however, reserves the right, in its sole discretion, to take into consideration its prior experience with Proposers and information gained from other sources.

Altering Proposal:

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and date shall be initialed by the signer of the proposal, guaranteeing authenticity. Proposal alternatives must be submitted in ink or typewritten. Penciling will not be accepted.

Withdrawal of Proposal:

A proposal may be withdrawn at any time prior to the submittal deadline. A proposal may be withdrawn and resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline without the consent of SWW WIB.

Performance Ability:

The successful vendor must be prepared to furnish proof of financial responsibility and ability to perform prior to award of a contract. In all cases the decision of the SWW WIB shall be considered final.

SWW WIB Reserves the Right to:

- (a) Reject any and all proposals received in response to this solicitation with good cause;
- (b) Reject any bid/proposal of any vendor who has previously failed to perform adequately after having once been awarded a prior bid/proposal for furnishing materials or services similar in nature to those in this bid/request for proposal,
- (c) Waive any technical or formal defect in the proposal that is considered by SWW WIB to be merely irregular, immaterial, or unsubstantial.

Insurance:

Insurance requirements are listed in Appendix B, in our Assurances and Certifications document.

Terms/Payment:

Payment under contract will be made **45 days or less** from receipt of Invoice. Invoices shall be prepared and submitted in accordance with the instructions provided by Saratoga County.

Independent Contractor

It is understood the contractor is an independent contractor and shall not be considered an agent of the SWW WIB or Saratoga County, nor shall any of the contractor's agents or employees be considered subagents for the SWW WIB or Saratoga County.

Disqualifications:

The SWW WIB reserves the right to disqualify any company upon convincing evidence of collusion with intent to defraud and to commit any other illegal practices on the part of the firm. Failure to comply with requests for insurance or bonding may also be grounds for disqualification. The SWW WIB reserves the right to reject any and all proposals, to waive all technicalities and irregularities, and to make the award considered to be in the best interest of the SWW WIB.

Proposal Subject to Disclosure:

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm's proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request shall be in writing, shall state the reasons why the information should be accepted from disclosure, shall be provided at the time of submission of the subject information and in the

same envelope as the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Public Policy encourages disclosure of public documents and requests for exceptions to disclosure are infrequently granted.

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Opening of Proposals:

Under the Request for Proposals process, sealed offers will be received and opened in the Office of the SWW WIB. Each proposal will be checked to determine if it is complete and meets the requirements of this Request for Proposals. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until after the award. When such award is completed, proposals will be available for public inspection.

Elaborate Proposals:

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are neither required nor desired.

Right to Submitted Materials:

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the Proposers, will become the property of SWW WIB when received.

Minimum Conditions for Consideration:

To be considered, the Proposer must, at a minimum, respond to the full scope of services specified in this RFP. The Vendor may provide suggested additions, enhancements or improvements to the scope of services, which, at the discretion of the SWW WIB, may or may not be considered.

Provide a detailed price breakdown for your services as they apply to this project.

General Contract Terms:

The terms and conditions contained within this Request for Proposal shall be incorporated into any contract resulting from the acceptance of any proposal.

Completeness or Accuracy of Documents:

The SWW WIB shall not be held responsible for the completeness or accuracy of any RFP documents received by a vendor that were not directly issued to that vendor by the SWW WIB.

Any vendor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the SWW WIB.

Reminder: It is the Vendor's sole responsibility to verify the proposal submittal includes any or all addenda.

PROPOSAL CERTIFICATION
SWW WIB – Disability Employment Initiative (DEI)

TO: Lisa Scaccia, Director Saratoga County One-Stop Career Center

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. The successful bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or the company or firm I represent, to a contract with Saratoga County County on behalf of SWW WIB. This signed proposal will become part of a binding contract after award by the SWW WIB and Saratoga County Board of Supervisors to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the SWW WIB, the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

Legal name of firm/corporation

Authorized Signature (IN BLUE INK)

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

Federal ID Number: _____

Email Address: _____

Vendor Certification
SWW WIB DEI RFP 2014-01

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Vendor Responsibility Form

SWW WIB DEI RFP 2014-01

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- | | | |
|--|-----------|----------|
| <p>A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?</p> | YES _____ | NO _____ |
| <p>B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?</p> | YES _____ | NO _____ |
| <p>C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"</p> | YES _____ | NO _____ |
| <p>D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?</p> | YES _____ | NO _____ |
| <p>E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?</p> | YES _____ | NO _____ |

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__.

STATE OF _____)
) ss.:
COUNTY OF _____)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public

APPENDIX A

Terms and Conditions of Agreements Between Saratoga County And Training/Services Agencies Funded Under The Workforce Investment Act

A. Purpose

The agreement and the Federal funds provided under the Workforce Investment Act (WIA) of 1998, are made available for activities described in the attached Basic Agreement.

B. Scope and Statement of Work

The Training/Service provider (hereinafter referred to as the "Subcontractor") shall perform those activities described in the Basic Agreement within the period indicated. All such agencies hereby agree to comply with statutory requirements of the Workforce Investment Act, and its Rules and Regulations, as well as all other applicable State and Federal laws and local policies. This shall include specific provisions under Federal Management Circular (FMC) 74-4.

C. Spending Limitations

The amount of funds provided under this agreement shall not exceed the total obligation indicated in the Basic Agreement unless such amount is increased or decreased subsequently as a result of a Basic agreement modification.

Funds received under this agreement will not be used to aid or promote any political or religious activity. Such funds shall be further restricted from directly or indirectly benefiting any elected or appointed government official. Such determination shall be made by the WIB Administrative Entity.

Any obligation incurred which is in excess of the total obligation shall be the responsibility of the Subcontractor. This agreement shall commit funds only to the extent of monies available and it must be further recognized and accepted that all funding is contingent on the availability of Federal funds and continued Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization.

D. Excess Payments

If the total amount of payments due to the subcontractor is less than the total already paid, resulting in an overpayment, the excess shall be returned to the WIB Grant Recipient or its agent.

E. Program Modification/Revision

The subcontractor shall request prior approval promptly for modification to agreements whenever there is a change in the scope or objective of the Basic Agreement or whenever there is a change in funding level. The subcontractor shall prepare and submit Basic Agreement modification in accordance with the requirements established by Saratoga County and the Instructions for the Basic Agreement. Saratoga County may request a modification of the Basic Agreement when the subcontractor is unable to carry out the Basic Agreement as submitted and approved.

F. Payment

The subcontractor agrees that payments are predicated upon properly documented proofs of expenses and performance delivered by the subcontractor in accordance with the payment schedule attached hereto and made a part of this subcontract. The subcontractor agrees to submit such proofs for payment on the date(s) specified in the payment schedule unless otherwise provided in this subcontract. Subcontractor understands that participant related progress payment requests will be honored only when correctly completed, received in accordance with time constraints of this subcontract and when participant data has been previously entered into the contractors MIS system according to the participant reporting requirements established by the State.

All payments for performance rendered under this subcontract are subject to audit. The subcontractor shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper and/or unauthorized. Repayment of such funds shall occur within thirty (30) calendar days of notification of discovery unless a written alternative schedule for such repayment has been approved by the contractor. Contractor reserves the right to withhold funds to prior improper or unauthorized disbursements. Subcontractor shall repay to contractor funds found to have been paid for the same services from other than WIA funds. In the case of duplicate payments, the contractor reserves the right to recover in part or in whole any and all payments to subcontractor. All funds unearned and unexpended in the performance of this subcontract revert to the contractor. {Reference Sec. 164 (E)(1)}.

G. Records and Accounts

The subcontractor shall provide for the maintenance of such documents, records and accounts and shall submit such reports as are required to assure a proper accounting for Basic Agreement activities and funds. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the WIB Grant Recipient to determine costs for other operations or Basic Agreements. Such accounting standards and practices shall be subject to the approval of the Comptroller of the State of New York.

In cases where provision of training is questioned by audit investigation from consideration as appropriate for unit based payments, records which may serve as a basis for payments for incurred costs and allow for categorization of such costs, in accordance with the established rules and regulations, must be maintained by the subcontractor.

The subcontractor, County Subgrantees, and the WIB Grant recipient and Administrative Entity shall retain and make available any and all subcontract records to representatives of the New York State Department of Labor, State Comptroller, United States Department of Labor, and the Comptroller General of the United States for inspection, audit, or transcription for a period of three (3) years from data of obligation of funds. Suitable microfilm or photographically occupied records may be substituted in lieu of the original document(s).

If, prior to expiration of the 3-year retention period any litigation or audit is begun or claim is instituted involving the contract covered by the records, such records shall be retained and made available to the above-mentioned parties beyond the three year period, until one (1) year after the litigation, audit findings, or claim involving the records has been resolved.

H. Disputes

Except as otherwise provided in this agreement, any dispute shall be decided in accordance with the grievance procedures established for the WIB Administrative Entity in the approved plan.

I. Termination of Grant

1. Either party may request termination for convenience by notifying the other by certified mail, return receipt requested, of its intention to terminate the Agreement no less than ten (10) calendar days prior to the effective date of such termination.
2. WIB Administrative Entity may terminate this agreement in whole, or in part, at any time upon the request of the Local WIB and/or a County subgrantee, at any time before the completion of the Basic Agreement. In order for this action to be taken a determination will be made that projected goals cannot be met or that there has been a violation of specific provisions of the Workforce Investment Act, the applicable regulations, the terms and conditions of this agreement, or any other Federal, State, or local law.

The WIB Administrative Entity shall send a notice of pending termination to the subcontractor which specifies the conditions and reasons for the proposed termination and the date such termination will become effective. The subcontractor may respond in accordance with the grievance procedures established for use within the WIB, or by documenting the implementation requested corrective action within ten days of receipt of notice of pending termination. If termination is required, the subcontractor shall immediately:

- a. Discontinue further commitment of funds relating to the terminated portion of the agreement;
- b. Cancel all other subcontracts utilizing funds under this agreement relating to the terminated portion of the agreement;
- c. Settle all outstanding liabilities and claims arising from such action in accordance with legally established fiscal standards; and
- d. Within 30 days of the termination a settlement report must be submitted providing for the closeout of all fiscal activities related to the terminated portion of the agreement. Final closeout must be completed within three (3) months of the termination including submission of final voucher.

J. Excusable Delays

This Agreement shall not be terminated if failure to perform from causes beyond the control and without the fault or negligence of the subcontractor.

In such cases the subcontractor shall ascertain the reasons and extent of any failure to perform and report them in writing to the WIB Administrative Entity. Any failure deemed by the WIB Administrative Entity to be the fault of the subcontractor as described in "I." above may still result in termination of grant.

K. Participant Benefits

The subcontractor shall provide health and/or accident or Worker's Compensation coverage, or other similar insurance, for all trainees enrolled. Such coverage may not diminish any mandated coverage established by law and will at a minimum provide coverage for training related injuries.

The subcontractor further agrees to provide other benefits to participants of this Basic Agreement as may be extended and available to trainees under other programs which are being conducted by the subcontractor unless otherwise approved as a part of the Basic Agreement.

L. Program Income

The subcontractor shall report all income (including interest) earned in the conduct of activities related to the Basic Agreement to the WIB Grant Recipient unless otherwise provided in the Basic Agreement. The subcontractor shall report and return all income (including interest) earned in the conduct of activities related to the Basic Agreement to the WIB Grant recipient no later than thirty (30) calendar days after it is earned. The report must state the source of the income, the amount of the income, and the amount attributed to interest as applicable.

M. Equipment Procurement

For the purpose of this section, equipment shall be defined as any non-perishable item with a useful life of six (6) months or more, a per unit purchase cost of fifty dollars (\$50) or more. The subcontractor shall request prior approval for the acquisition of equipment intended for Basic Agreement purposes. The subcontractor shall list the items of equipment required with a cost estimate. A release must be obtained from the WIB Grant Recipient to proceed with such acquisition. If an item of equipment listed by the subcontractor is available as surplus to the New York State Labor Department, the Grant Recipient will assist the subcontractor in procuring such equipment.

Title to all equipment purchased with WIA funds under this agreement shall be vested in the WIB Grant Recipient or the New York State Labor Department. Accounting for such equipment shall be the responsibility of the subcontractor.

N. Disclaimer of Liability

The subcontractors shall hold and save harmless the WIB Grant Recipient Administrative Entity, County Subgrantees, Workforce Investment Board, as well as the State and Federal Government, their officers, agents and employees from liability of any nature. All expenses, incurred as a result of any suits or damages, sustained by persons or to property which results from the neglect, performance or omission of any employee, agent or representative of the subcontractor, shall be the responsibility of the subcontractor.

O. Access to Records

It is agreed that the Workforce Investment Board Grant Recipient and or Administrative Entity will have access to all information the program operator compiles concerning a WIA participant and that copies of this information will be tendered to the Cortland County Department of Employment and Training Grant Administration. Pursuant to the source of funds from the Workforce Investment Act, State and Federal regulations require that access be granted to the U.S.. Controller General, Secretary of Labor and/or their designated agents. The program operator shall provide to the Agency copies of all grades of WIA participants during the life of this Agreement.

P. Conflict of Interest and Nepotism

No person will be hired into an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's family is engaged in an administrative capacity for the Grantee or subgrantee.

The subgrantee will not select, reflect, or promote a participant based on that individual's political affiliation or beliefs, or as a reward for political services or as a form of political patronage; further, the subgrantee recognizes and assures that no program under the Act may involve political activities.

Q. Third Party Contracting

The subgrantee agrees not to sublet, assign, transfer, convey, or otherwise dispose of this subgrant or any right, title, obligation or interest it may have therein to any third party without written prior notification of such intent to the grantee which includes full disclosure of particulars and special assurances that such third party shall comply with all provisions of governing laws, the terms and conditions of this subgrant, State of New York Policies and U. S. Department of Labor Regulations pursuant to the Act. The subgrantee shall maintain full liability for any third party actions and shall hold harmless the Grantee and the State of New York from actions of any third party. Failure to inform the Grantee of the intent to involve third party action shall relieve the grantee and the State of New York of any and all liability and may result in initiation of procedures to terminate the subgrant.

R. Release of Information

Subgrantee shall secure prior written authorization before releasing information relating to matters under this subgrant. The request for authorization to release information shall specify the nature, scope, intent and purpose of the release.

S. Property

All property furnished to the subgrantee through this subgrant for use in connection with programs funded under this subgrant shall be returned to the grantee within thirty (30) calendar days of the date of termination unless otherwise provided.

APPENDIX B

Saratoga County Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

1. Workforce Investment Act of 1998

The Contractor assures and certifies that it will comply with the requirements of the Workforce Investment Act hereafter referred to as the Act, and with the regulations and policies promulgated there under and all other applicable Federal Regulations, OMB Circulars and New York State Regulations. The Contractor shall ensure all audit responsibilities are met as required in OMB circulars and will share the results of such audits with the County of Saratoga.

2. Records and Accounts

The Contractor shall maintain such documents, records and accounts, including any property purchased with any federal grant funds, personnel, and financial records, and submit such financial reports as are required by the WIA Grant Recipient to assure a proper accounting for all project funds as required by the Workforce Investment Act and WIA Interim Final Regulations. Methods used to determine and assign costs must conform to the Act and WIA Interim Final Regulations. Grant records will be available for audit purposes to the U. S. Department of Labor or the N.Y.S. Department of Labor, Saratoga County DET or any authorized representative and will be retained for six years and six months after the expiration of this contract or beyond if any litigation is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances the records will be retained until the litigation, audit or claim has been finally resolved.

If the Contractor is unable to retain records, documents and accounts pertaining to the grant or agreement, the Contractor agrees to forward such records to the Saratoga County Department of Employment and Training. In the event that the Contractor fails to retain the required records or to forward them to Saratoga County DET, the Contractor agrees to be responsible for costs disallowed in an audit.

3. Modifications

Saratoga County Department of Employment and Training agrees to make any changes in this agreement only through a written modification. Saratoga County DET may make a unilateral modification to this agreement at any time. A copy of such unilateral modification will be given to the Contractor.

4. Disputes

Any dispute concerning a question of fact which is not disposed by agreement shall be decided in accordance with subpart F-Grievance Processes sections 667.600 and 667.610 of 20 CFR part 652, Workforce Investment Act Final Rules.

5. Termination Procedures

Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice prior to the effective date of such termination.

6. Termination for Convenience

The performance of work under this agreement may be terminated in whole or in part by Saratoga County DET whenever they determine that such termination or suspension is in the best interest of Saratoga County. Termination of work shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective. This agreement may be terminated instantly if federal funds become unavailable or if it is deemed to be in the best interest of Saratoga County.

7. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Contractor shall violate any of the covenants agreements or stipulations of the agreement, Saratoga County DET shall thereupon have the right to terminate this agreement.

8. Assignment

The Contractor shall not assign this agreement or any part thereof.

9. Reports

The Contractor shall provide the Grant Recipient, Saratoga County Department of Employment and Training, such status and progress reports as he may from time to time require.

10. Monitoring

The Secretary of Labor may investigate any matter the Secretary deems necessary to determine compliance with this Act and regulations issued under this Act. The investigations authorized by this subsection may include examining records (including making certified copies thereof), questioning employees, and entering any premises or onto any site in which any part of the program of a recipient is conducted or in which any of the records are kept. The State of New York and the Saratoga County Department of Employment and Training shall have access to program participants and records to monitor and audit the use of WIA funds.

11. Order of Precedence

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

12. Disclaimer of Liability

The Contractor shall hold and save Saratoga County, their officers, agents and employees harmless from liability of any nature or kinds, including workers compensation, costs and expenses, for or on account of any or all suits or damages sustained by any persons or property resulting in whole or in part, from the negligent performance or omission of any employee, agent or representative of the operator by endorsement of an insurance policy naming Saratoga County as additional insured.

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

13. This Agreement shall be void and of no affect unless through the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.

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

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

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

17. The Contractor certifies that:

a) They will comply with the "priority of service" requirements of the Jobs for Veterans Act (JVA) which was signed into law on November 7, 2002 and provides that veterans and eligible spouses of veterans (as defined

in Sec. 1010.110) are identified as covered persons and are entitled to priority over non-covered persons for the receipt of employment, training, and placement services provided under new or existing qualified job training programs, notwithstanding any other provision of the law. The JVA defines qualified job training programs as “any workforce preparation, development or delivery program or service that is directly funded, in whole or in part, by the Department (of Labor)”.

i. Veterans’ Priority of Service Definitions – An individual who self-identifies as a “veteran” or spouse of a veteran” may qualify for One-Stop Priority of Service based on the following definitions.

1) Veteran – a veteran for purposes of priority of service is defined as “a person who served in the active military, naval, or air service and who was discharged or released there from under conditions other than dishonorable.” Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes.

2) Eligible Veteran – the statutory reporting requirements for Wagner-Peyser and Veteran Grants require application of a more narrowly defined definition of eligible veteran. Under Title 38, United States Code Section 4211, the term “eligible veteran” means a person who:

- a) Served on active duty for a period of more than 180 days and was discharged or released therefrom with other than a dishonorable discharge; OR
- b) Was discharged or released from active duty because of a service-connected disability; OR
- c) As a member of a reserve component under an order to active duty, served on active duty during a period of war or in a campaign or expedition for which a campaign badge is authorized and was discharged or released from such duty with other than a dishonorable discharge.

3) Eligible Spouse – an individual may identify as a spouse of a veteran and qualify for priority of service. The term “eligible spouse” means a person who:

- a) The spouse of any person who died of a service connected disability; OR
- b) The spouse of any member of the Armed Forces servicing on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
 - i. Missing in action; OR
 - ii. Captured in the line of duty by a hostile force; OR
 - iii. Forcibly detained or interned in the line of duty by a foreign government or power.
- c) The spouse of any person who has a total disability permanent in nature resulting from a service connected disability; OR
- d) The spouse of a veteran who died while a disability so evaluated was in existence.

b) Positions funded by WIA monies are in addition to (not a substitute for) those that would be funded in the absence of assistance under WIA.

c) No funds received under this Act will be used to hire any person to fill a job opening created by the action of an employer in laying off, terminating, or decreasing hours of employees not supported by this title, in anticipation of filling the vacancy so created by hiring an employee to be supported under WIA.

No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals. No currently employed worker shall be displaced by any participant funded through this program (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

d) No funds received under this Act will be used by the Contractor to assist, promote or deter union organizing.

- e) All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working similar length of time and doing the same type of work.
- f) They will not discriminate against any employee or applicant for employment because of race, creed, color, political affiliation or beliefs, sex or national origin. They will take whatever action is necessary to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex, political affiliation or beliefs. Such action shall include, but not be limited to the following: employment, assignment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. They agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- g) They will, in all solicitations or advertisement for employees placed by or on behalf of the applicant or the employing agencies, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex, political affiliation or beliefs.
- h) They will send to each labor union or representative of workers with which it has collective bargaining notice advising the labor union or workers' representative of its commitment under the Workforce Investment Act, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- i) They will furnish all information and reports required by the Workforce Investment Act and by the rules and regulations, and orders of the Secretary of Labor, or designee, or pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Labor or designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- j) In the event of non-compliance by the Contractor with the non-discrimination clauses of this agreement or with any of such rules, regulations or orders, the applicant understands the Federal government may take legal enforcement action in the Federal District Courts or that the grant may be cancelled, terminated or suspended in the whole or in part. Pursuant to the provisions of the Workforce Investment Act, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act or Title IX of the Education Act, the Stewart B. McKinney Homeless Assistance Act of 1987, the Nontraditional Employment for Women Act of 1991, and the Americans with Disabilities Act, the Contractor may be declared ineligible for further grants.
- k) They will follow a nondiscriminatory policy with respect to its employees and those of its employing agencies who are employed in administering the program. Reasonable accommodations shall be made in serving persons with disabilities and may include, but is not limited to: making existing facilities used by employees readily accessible to and usable by persons with disabilities, job restructuring, modifying work schedules, reassignment to a vacant position, acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.
- l) They will not discriminate against individuals who are participants in activities supported by funds under this Act solely because of their status as such participants.
- m) Participants covered by this agreement will not be employed on the construction, operation or maintenance of that part of any facility, which is used for religious instruction or worship.
- n) Appropriate standards established under State and Federal law for health and safety in work and training situations will be maintained.
- o) Conditions of employment or training will be appropriate and reasonable with regard to type of work, the geographic region and proficiency of the participant.

- p) No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under this act.
- q) Training and related services will, to the maximum extent practical, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient.
- r) Institutional skill training and training on the job shall only be for occupations in which the NYS DOL and Local Workforce Investment Board has determined there is reasonable expectation for employment.
- s) Income generated under any program must be returned to the Grant Recipient.
- t) Individuals employed in activities under this Act shall be paid wages which shall not be less than the highest of: (1) The minimum hourly wage set out in section 6 (a) (1) of the Fair Labor Standards Act of 1938, or (2) The minimum wage under the applicable State or local minimum wage law, or (3) The prevailing rate of pay for individuals employed in similar occupations by the same employer, or (4) The prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, for participants involved in employment covered by the Davis-Bacon Act.
- u) They will maintain a grievance procedure relating to the terms and conditions of employment available to their participants. Employers may operate their own grievance system or may utilize the grievance system established by the Grant Recipient. Contractors agree to inform participants of the grievance procedure they are to follow. An employer system shall provide for, upon request by the complainant, a review of an employer's decision by the Grant Recipient and the Governor, if necessary, in accordance with WIA Regulations.
- v) Where a labor organization represents a substantial number of employees who are engaged in similar work or training in the same area as that proposed to be funded under this Act, an opportunity shall be provided for such organization to submit comments with respect to such proposal.
- w) The Secretary shall not provide financial assistance for any program under this Act which involves political activities.
- x) No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.
- y) They will accept responsibility for compliance with state and federal labor laws which pertain to WIA participants.
- z) They will certify compliance with federal regulations regarding Lobbying, Debarment, Suspension, and Drug Free Workplace on the appropriate form provided by the Grant Recipient.
- aa) They will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrants for construction or repair.)
- bb) They will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- cc) They will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and

subgrants of amounts in excess of \$100,000). Also, they will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

17. When appropriate, Contractors shall provide the Contractor with participant attendance records, grades or evaluations, progress reports in a timely manner.

18. Contractors must submit vouchers with supporting documentation to Saratoga County Department of Employment and Training on a timely basis. Final vouchers must be submitted no later than sixty days after the agreement end date. SCDT is not responsible for payment of vouchers submitted after the sixty-day period. Any WIA funds remaining unspent at the end of a contract/grant period shall be returned to the County when the final financial report for the contract/grant is submitted.

19. The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to the Department of Labor. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

20. All materials developed and created by Contractor for the Department under this Agreement will be owned by the Department, will be considered to be "works made for hire" as defined in the U.S. Copyright Act, and are hereby assigned to the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement.

21. Insurance and Indemnification

The PROVIDER shall at all times indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith, arising out of injury to or the death of any person whomsoever, or damage to property of any kind by whomsoever caused, in whole or in part, directly or indirectly, by the acts or omissions of the PROVIDER, any person directly or indirectly employed by PROVIDER, while engaged in the performance of the work to be performed by the PROVIDER or any activity associated therewith or relative thereto. This clause shall not be construed to limit or otherwise impair other rights or obligations of indemnity, which exist in law or in equity for the benefit of the COUNTY.

PROVIDER shall maintain or cause to be maintained throughout the term of this Agreement professional liability insurance, abuse and molestation insurance coverage, and if available through the PROVIDER'S professional liability carrier, workplace liability insurance. If workplace liability coverage is not available through PROVIDER'S professional liability carrier, PROVIDER will provide COUNTY with written confirmation of that fact from its professional liability carrier. All such insurance shall be evidenced by insurance policy/ies issued by a company authorized by license to do business in the State of New York. These professional and workplace liability policies shall be in an amount of coverage not less than \$1,000,000 per incident/occurrence, and \$2,000,000 •in the aggregate, and shall be in terms and content satisfactory to the County Attorney. The COUNTY reserves the right to reject any coverage not in conformance with these requirements.

Prior to performing its duties and obligations pursuant to this Agreement, the PROVIDER shall provide to the COUNTY a certificate(s) of insurance issued by the respective insurers evidencing the insurance required by this Agreement, and listing the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020 as certificate holder. Said certificates of insurance must bear a notation evidencing proof of payment of the premiums thereon or be accompanied by other evidence of such payment satisfactory to the COUNTY. This insurance certificate(s) must also name the COUNTY OF SARA TOGA as additional insured on the abuse and molestation and workplace liability policies only, and PROVIDER shall provide the COUNTY with proof of such

insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to COUNTY. Upon request of the COUNTY, PROVIDER shall deliver a certified copy of each policy.

In the event any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of this Agreement, PROVIDER shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the PROVIDER shall promptly pay or cause to be paid all premiums due thereon.

In the event PROVIDER receives notice of cancellation of said insurance, PROVIDER shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. PROVIDER shall provide the COUNTY with proof of replacement liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the PROVIDER'S receipt of said notice of cancellation of PROVIDER'S insurance.

In the event that the PROVIDER should fail or refuse to pay any insurance premiums necessary to keep the policies of insurance required herein in full force and effect, the COUNTY may, at its option, pay any such insurance premiums on behalf of the PROVIDER and may reduce the contract sum hereinafter set forth by the amount of any such insurance premium paid by the COUNTY.

Any failure by the PROVIDER to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this Agreement upon written notice to the PROVIDER.

The above insurance is not, and shall not be construed as, a limitation upon PROVIDER's obligation to indemnify the COUNTY.

This Agreement shall be void and of no effect unless throughout the term of this Agreement PROVIDER, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. PROVIDER shall provide proof of such Workers' Compensation Insurance coverage to the COUNTY.

-Revised February 7, 2013

APPENDIX C

DISABILITY EMPLOYMENT INITIATIVE (DEI) DISABILITY RESOURCE COORDINATOR

JOB DESCRIPTION

SUMMARY

DEI funds will improve the accessibility and accountability of the public workforce development system for individuals with disabilities and continue the promising practices implemented under the Disability Program Navigator initiative. This includes effective deployment of Disability Resource Coordinators (DRC) to improve coordination and collaboration among employment and training programs carried out at a state and local level, as well as to expand the use of Employment Networks under the Ticket to Work program. DRCs will work to build effective community partnerships that leverage public and private resources to better serve individuals with disabilities and improve employment outcomes.

IDEAL CHARACTERISTICS:

- Ability to work independently; self-initiate and prioritize duties, self-monitor performance.
- Abilities to manage, foster and facilitate relationships; ability to apply tact and diplomacy to facilitate resolution to potential problems or barriers.
- Natural resourcefulness and desire to help build a better system and promote change.
- Ability to facilitate discussion and positive interactions between partners and other community agencies and service providers.
- Abilities in problem solving, networking, group-leading, goal setting and follow through.
- Ability to build bridges and be team player.
- Flexibility and adaptability to change.
- Strong skills in time management.
- Strengths in multi-tasking, good memory for detailed information.
- Strengths in written communication and presentation skills.

IDEAL SKILL-SETS:

- A combination of education and/or proven work experience in delivering services to individuals with disabilities.
- Personal experience with and/or knowledge of disability issues.
- An understanding of public workforce investment system and disability employment.
- General knowledge of Federal, State, and Local laws, policy and procedures relating to employment of people with disabilities, work incentives and resources.
- Level I Work Incentives Information Network (WINN) credentialed practitioner or the ability to become WIIN certified.
- Familiarity with the local community and agencies, ability to communicate with a diversity of people including businesses, customers, and Workforce Investment staff.
- Knowledge of ADA issues, the ability to advise/refer and work effectively with youth and adults with disabilities.
- Ability to travel in local communities, participate in local community, statewide and/or national coalitions, trainings and conferences.
- Ability to maneuver complex bureaucracies, programs and services to find solutions for persons with disabilities.
- Strengths in written communication and presentation skills.
- Computer literate.

GENERAL JOB DESCRIPTION FOR THE DRC POSITION:

- Work in cooperation with the NYS State-level DEI Project Lead to carry out the goals of the NYS DEI proposal which identified the following Service Delivery Components for each area:
 1. Integrated Resource Teams
 2. Blending, Braiding & Leveraging Resources, Funds & Services
 3. Asset Development
 4. Partnership & Collaboration

(Please note, a brief overview of the Service Delivery Components is attached)

- Conduct outreach to the disability community and the organizations that serve individuals with disabilities to market workforce services and promote interagency collaboration;
- Assist job seekers with disabilities, including SSA beneficiaries, to navigate and use the One-Stop Career Center system and other mandated/non-mandated partners that provide services and supports needed to obtain/maintain employment (e.g. housing, transportation, health care, etc);
- Effectively present information to the public (business groups, disability groups, other community-based agencies, local government) on employment services, work incentives, job accommodations, and benefits of employment of persons with disabilities;
- Serve as a point of expertise on programs and services that impact the employment or employability of people with disabilities such as health care options, transportation and housing supports;
- Serve as a resource to Workforce Center staff and the business sector on issues and programs related to people with disabilities such as universal design and accessibility, availability of assistive technologies, tax incentives and reasonable accommodations;
- Work to build the capacity of One-Stop Career Centers to more effectively serve job seekers with disabilities.

SPECIAL CONSIDERATIONS FOR ESSENTIAL FUNCTIONS:

- Knowledge of applicable local and regional agencies and programs, knowledge of community resources and systems.
- 1. Knowledge and ability to access information about applicable agencies, programs and community resources (i.e. internet use).
- 2. The ability to create and manage a broad network of professional contacts.
- 3. The ability to navigate various systems simultaneously.
- 4. Skills in advocacy for persons with disabilities.
- 5. Skills in developing/fostering empowerment skills with/among people with disabilities.
- 6. Ability and willingness to develop trust and interpersonal relationships with clients.
- 7. Knowledge of/ability to model appropriate interaction skills for others working with people with disabilities.
- 8. Familiarity with and application of person centered planning models.
- 9. Experience with one-on-one interaction, individualized attention, personal coaching.
- 10. Ability to access Workforce staff to both facilitate collaboration and remain “in the loop” around policy and program changes.
- 11. Ability to function as a disability resource person within the One-Stop Career Centers, assisting workforce staff in developing their proficiencies in working with individuals with disabilities.
- 12. Knowledge of One-Stop Career Center’s services and programs.