



## **ONE WORKSOURCE CENTERS On the Job Training Policy Revised October 3, 2019**

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

OJT is an allowable activity authorized by the Workforce Innovation and Opportunity Act (WIOA) and is conducted by a private or public-sector employer. It is allowable when an individual is required to obtain additional skills to perform at his/her employment.

An OJT program can be utilized by employers who have difficulty filling their skilled labor force needs with qualified workers or employers who want to upgrade their current workforce. Employers may use an OJT in these instances by training eligible WIOA customers. Employers are reimbursed the additional training costs which would exceed expenses normally incurred in training for the position.

The focus of the OJT program is on the individual as it is designed to provide an opportunity for WIOA-eligible individuals to receive training necessary to acquire skills and knowledge that will enable them to maintain unsubsidized employment and job advancement.

When administered correctly and operated properly, OJT provides the most direct opportunity for unsubsidized employment for WIOA customers.

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

Employers are eligible to participate in the OJT program if they have been unable to meet their skilled labor force needs through normal recruiting procedures. To participate in the OJT program, employers must meet the following guidelines:

1. Provide information including their Federal Employer Identification number to demonstrate they are a legitimate employer with full-time employees and conducting their trade or business at an appropriate work site.
2. Must not be involved in a current labor dispute and must not have a history of frequent layoffs.
3. Must not utilize an OJT contract to displace currently employed workers or reduce the hours of those employed below their normal schedule.

4. An OJT contract cannot be written for a position in which a worker is currently on lay-off or for a position that will deny a current worker employment advancement.
5. OJT must be conducted at the employer's place of business or off site with the trainee's knowledge if the off site is a significantly further distance under the supervision of the employer's personnel and may not be subcontracted.
6. Must express the individuals hired and trained under the OJT contract would not have been hired in the occupation specified in the absence of such a contract.
7. May not include employers who have relocated, either in whole or in part, if such relocation resulted in the loss of employment for any employee of the company at the original location, including:
  - a. Relocation of any of its operations from facilities located in one labor market area within the United States and its territories to a new or expanding facility in another labor market. This restriction extends for a period equal to 120 days following the commencement or the expansion of the relocating company.
  - b. The North Country Workforce Development Board (NCWDB) has established a preliminary review process to verify that a new establishment is not relocating employment from another area. (See Attachment B)
8. Whenever there is an inquiry from a new employer that has relocated from another labor market area regarding the development of an OJT contract, the OneWorkSource staff will complete the On-the-Job Training Onsite Review - EMPLOYER form found in Attachment B.
  - a. The Preliminary Review form is to ascertain whether the relocating employer has caused a loss of employment at its original location. The WIOA regulations require that a period of 120 days elapse before an OJT contract can be written. If the relocation has not caused unemployment, the NCWDB can develop a contract.
  - b. Questions 1 through 11 of the Preliminary Review form are to be completed by the relocating employer. OneWorkSource staff may assist and with the completion of this form for the employer during an on-site visit.
9. Not more than 33% of a company's workforce may be enrolled in OJT at any one time. Waivers to this policy may be extended where economic development circumstances such as major plant expansions or start-ups exist.
10. The training of an individual in circumstances where there is a sole proprietor may be allowed if the employer can demonstrate that sufficient training and supervision will be afforded the trainee. Any employer with four or less employees may be considered for one trainee.
11. OJT contracts will be permitted with a company where current and/or past NCWDB members are employed or otherwise have a financial or personal interest. The NCWDB Executive Director shall be informed about the type and number of these contracts.

12. OJT contracts may be written in the public sector, (excluding federal agencies and the US Postal Service) provided there is a budget item for the position at the completion of the OJT contract.
13. All persons providing training to the trainee will be listed in the Contract in the Training Staff portion of the Training Outline. To assure trainees receive instruction and feedback on work performed; at least one of the specified trainers must be accessible in person to the trainee at the worksite for a minimum of 50% of a standard workday throughout the training period.
14. Per Title I of WIOA, an employer must pay trainees the same rates as employees who perform a similar occupation and who have similar training experience and skills. Trainees must also receive the same working conditions and benefits as those in similar employment. The anticipated reimbursement of wages must not be used to provide higher wages to trainees than employees in similar positions not covered by the OJT program.

*(The following is a guide to determining eligibility for businesses, which have previously participated in OJT contracts, or similar sponsored training activities.)*

15. If the employer was previously involved in an OJT training program or similar training activity, prior performance will be utilized to assist in determining contract approval. The specific criteria to be used are as follows:
  - a. Provide information on the status of participants trained under these contracts, including:
    - i. The number of individuals who participated in programs.
    - ii. The number of participants who completed training and continued employment with the employer.
  - b. In determining employer eligibility for multiple contracts, the following circumstances need to be considered:
    - i. The employer demonstrated “satisfactory performance” in previous OJT or other training programs.
    - ii. Due to decreased annual WIOA funding, employers will be limited to a maximum of five contracts within a program year. Satisfactory performance will be measured by an employer retaining at least 80% of its trainees beyond the length of the OJT contract and by retaining at least 80% of the contract completers for one year following the end of the OJT contract.

If the employer has not provided trainees with long-term employment or comparable wage, the employer will be disqualified from OJT program for **one year**, after which, the employer may be reevaluated for program participation if a good faith effort has been made to correct previous problem.

A company cannot have unresolved OSHA issues and participate in OJT. All OSHA issues must be resolved and documented as such before it can participate in OJT.

### III. DUE DILIGENCE

Businesses considered for OJT will be evaluated by the completion of the Responsibility Questionnaire. The second is the due diligence process, including a Pre-Award Review (see Attachment B) to be completed by the NCWDB and the New York State Department of Labor (NYS DOL).

1. Responsibility Questionnaire for businesses:
  - a. As required by NYS DOL Technical Advisory (TA) 10-15.2 (updated), Local Workforce Investment Area (LWIA) On-the-Job Training Policy, the Responsibility Questionnaire must be used for all grants, contracts and subcontracts under WIOA and can be found in the TA.
  - b. If an organization has submitted a Responsibility Questionnaire form within the last 12 calendar months, an attestation that the information presented in the form remains true, accurate and complete is needed (Attachment D).
2. Due diligence for businesses:
  - a. Due diligence must occur for businesses using the guidelines outlined in TA 10-15.2, including completing checks at the local and state levels (refer to TA 10-15.2 for the required checks). Due diligence must include a check of the business registration with New York State Department of State Division of Corporations and Federal OSHA records.
  - b. Requests for state level checks should be submitted to [OJTDueDiligence@labor.ny.gov](mailto:OJTDueDiligence@labor.ny.gov) with the NYS DOL Regional Business Services Associate listed in the CC line of the request. The subject line should read "OJT/NEG Due Diligence Request – [Business Name]." Upon receipt of the request, NYS DOL will send a confirmation e-mail to the requesting local area.
  - c. Due to the confidential nature of the state level check, NYS DOL will provide an e-mail response of "Found to be Responsible," "Issues Pending," or "Not Found to be Responsible" for each entity rather than provide specific information. These responses will be provided within three business days from the date of the confirmation of receipt.
  - d. This review provides an overview of the organization when the review takes place. The information checked during the review is updated quarterly. The review is therefore considered valid for a three-month period beginning on the date of completion. After this period, the organization must undergo a new due diligence review to enter into a new contract.
  - e. To ensure due diligence is completed quickly, requests for OJT/NEG must be submitted using the OJT Due Diligence Request form (Attachment E) and include the following:
    - i. and address;
    - ii. FEIN;

- iii. Business Contact information including phone number and e-mail address;
- iv. Industry/Type of Business;
- f. Local areas can continue to work with businesses while awaiting the results of the due diligence process. Recruiting/candidate selection/interviewing activities should be taking place concurrently.

#### IV. OCCUPATIONAL QUALIFICATIONS

Occupations requiring significant training and instruction to acquire skills and knowledge are eligible for OJT. The following guidelines determine occupations eligible for OJT:

1. Must be anticipated in demand.
2. Must not be intermittent, temporary or seasonal. Temporary employment is defined as employment with a pre-determined end-date, or employment which does not provide similar benefits as compared to regular employees.
3. Must not involve compensation in the form of commission as the source of reimbursement to the trainee.
4. Must not include political or religious activity.
5. Must have career advancement potential.
6. Must have training as a pre-requisite for employment and must require a minimum of four weeks of training to reach performance to indicate the trainee is progressing to acceptable productivity. Priority should be given to high-skill occupations appropriate for participants who require long-term training.
7. Must provide a minimum of 30 weekly hours (or other specified hours approved by the OneWorkSource Operator). Waivers to this policy are allowable for individuals with disabilities and workers 55 years or older. (Attachment A )
8. For OJT to qualify, an employer must pay a minimum of \$3/hr more than the NYS minimum wage - with waivers for a lower wage with approved justification(s). Waivers are allowed for individuals with disabilities, workers 55 years or older and youth. The NCWDB Executive Director may waive this requirement on a case-by-case basis. Each exception must be approved in writing (Attachment A).
9. OJT will not be allowed for clients previously employed by the prospective employer in the same or similar job unless a skills gap has been documented which the OJT directly addresses, or if the OJT is required for a participant to return to or upgrade their employment with the prospective employer. In these cases, the skills gap and job requirements must be clearly documented in the participants' case notes and OSOS comments.

10. Continued employment in the position may not be dependent on a test (i.e. Civil Service Test or physical exam).

## V. CLIENT ELIGIBILITY

The participant must meet current eligibility criteria as defined by WIOA under the Adult, Dislocated Worker or Youth definitions. The individual must receive an Individual Employment Plan (IEP) to document an OJT is an appropriate activity. The participant must express an interest in the area of training and possess the ability and aptitude to learn the skills offered by the training program. (Attachment A)

### 1. Client Recruitment and Assessment:

Each OneWorkSource Center is responsible for customer intake and referral and to evaluate the customer's job readiness for OJT.

- a. A client is considered OJT-ready if he or she:
  - i. Has identified an occupational area for which immediate employment is a realistic goal;
  - ii. Has the interest and aptitudes necessary to begin an OJT position;
  - iii. Has resolved or has plans to resolve such employment barriers as transportation, day care, housing, health, or other barriers that can prevent successful OJT participation;
  - iv. Has a positive attitude toward working and is eager to participate in OJT;
  - v. Will obtain or approach program wage goals at the completion of the OJT contract;
  - vi. Possess the basic skills needed to perform the job including but not limited to math, reading, understanding the English language and others that are necessary to OJT training;
  - vii. Does not have prior experience and/or education in the occupational area for which OJT is considered;
  - viii. Lacks the occupational skills required for employment;
- b. OJT will be considered inappropriate for individuals presently on temporary lay-off and expected to be recalled by their former employer.
- c. OJT is inappropriate for individuals awaiting on other program activity participation (e.g. classroom training). OJT is not to be treated as a temporary program activity.
- d. OneWorkSource staff is responsible to complete the IEP for clients considered for OJT participation. The elements listed above must be contained on the IEP and documented in OSOS as to the appropriateness of the OJT referral, placement and the training length

determined for the OJT trainee. The IEP assists in documenting activity but also provides the client with an understanding of WIOA activities that he or she will progress through to eliminate barriers to long-term employment.

## 2. OJT Job Development

- a. OneWorkSource staff determines that an OJT position is an appropriate course of action for the jobseeker (documented in the IEP). The OJT program starts with the jobseeker and progresses through job development with qualified employers and when an OJT contract is written. Regional Business Services team can refer job openings to the OneWorkSource Centers.
- b. In some instances, “reverse referrals” may be allowed. This may occur when a potential client is referred to WIOA for eligibility and certification for OJT participation from an employer or other agency. This type of contracting will be permitted only when:
  - i. The client progresses through the intake process;
  - ii. The completed IEP states OJT is necessary for the client to perform the work associated with the occupation;
  - iii. The prospective employer meets the requirements of this policy.
- c. The referrals to OJT positions must be substantiated by an assessment of the client’s needs, interests, education and previous work history. In instances when the client has similar work experience, OneWorkSource staff will take the information into consideration when reviewing the training outline from the employer and in determining the training period.
- d. The OJT contract will consider the education and previous training of the client in designing the training.
- e. OJT will not be allowed when an individual was hired by the employer prior to the execution of an OJT contract, except for cases when the individual is eligible and appropriate for OJT as an incumbent worker.

## VI. INCUMBENT WORKERS

1. OJT contracts may be written for upgrading skills for incumbent workers; OneWorkSource staff should determine the need for training based on the identified or stated skills' gap.
2. Once the OJT contract(s) for incumbent worker(s) is successfully completed, the trainee will receive a minimum pay increase of \$1/hr. OJT contracts for lay-off aversion, trainees must be retained in the position.

## VII. DETERMINING TRAINING LENGTH

The allowable length of OJT for an employer is based on several guiding principles, including the following:

1. OJT is provided to enable an individual to gain skills and knowledge while on-the-job and compete with co-workers. It is not intended to last until the individual is 100% productive or proficient in the occupation.
2. OJT outline provided by the employer is one of the determinants for training length. It should be as detailed as possible. OneWorkSource staff may assist the employer in the development of the training outline.
3. Because OJT is client-focused, the individual's IEP should document OJT as the preferred program activity for the client and should contain a description of the skills, knowledge, education and work experience already possessed by the client. The training outline must be developed in consideration of these factors.
4. OneWorkSource staff should use the following procedure to determine contract length:
  - a. Identify information by recording the name of the OJT trainee, the employer and the job title in which employment and training is offered.
  - b. Determine the O\*NET job title and code for the occupation.
  - c. Determine the Specific Vocational Preparation (SVP) level associated with the O\*NET Code.
  - d. Evaluate the OJT trainee's previous work experience, education and training background to reduce the unadjusted training hours.
  - e. In instances where the OJT trainee has a disability that requires training time in excess of that required of an individual without such a disability, OneWorkSource staff may determine that additional hours are justified and will contribute to the success of the OJT program.
5. Under no circumstances shall the amount of OJT reimbursement exceed six months of total training hours (not including unavoidable and/or authorized absences including holidays, vacations, illness, temporary plant shutdowns) or 499 hours for part-time training, including any additional time spent in related classroom training during which wages are paid to the trainee by the employer. Part-time training applies only to disabled individuals unable to work full-time.
6. The NCWDB will not reimburse wages beyond 40 hours per week. A waiver may be considered for employers whose standard work week exceeds 40 hours (e.g., 12-hour shift, split week, etc.). However, total program training hours will be computed as though the trainee worked a standard 40-hour week. Reimbursement for more than 40 hours, when approved, will be at the regular contract rate without any adjustment for the overtime rate. \*see Attachment A for specific OJT program requirements.

### **VIII. TRAINING OUTLINE**

1. The employer will complete the training outline utilizing the maximum hours allowable. OneWorkSource staff will work with employers to shape the training outline to the needs of the trainee. The training outline will address relevant skills, knowledge, experience and education of the client as documented on the IEP.
2. The training outline must state the units of knowledge and skills required during the training period. It must list these skills and units of knowledge in sequence and identify the approximate number of hours of training time for each.
3. The training outline must identify performance standards to be achieved for each skill and knowledge area and the performance criteria to be used to evaluate the trainee's progress and achievement.

### **IX. OJT CONTRACT**

1. The OJT contract must be executed the day of, or prior to, the trainee commencing employment.
2. OJT contracts must be reviewed and approved by the OneWorkSource Operator prior to the trainee commencing employment.
3. Two original copies are to be signed by the employer and the OneWorkSource Operator.
4. The contract package is attached to this policy.

### **X. TERMINATION CLAUSE**

The NCWDB will not reimburse wages of a trainee or pay related expenses of a trainee who is not retained beyond the first 10 days of employment with the contracted employer. The contract will be voided if the trainee resigns or is terminated prior to the 10<sup>th</sup> day of employment.

### **XI. OJT CONTRACT DISTRIBUTION**

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

- Original to the employer;
- Original copy to the fiscal department Contract File;

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

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

1. Employers will be provided vouchers to submit for the trainee's wage reimbursement. The employer may submit vouchers monthly or bi-monthly or may wait until contract completion to submit vouchers for payment.
2. Final claims for re-imbusement must be received within 60 days of the end of the contract.
3. The maximum allowable cost for OJT programs is \$6,000 per trainee. Exceptions can be made with the approval of the NCWDB Director and as funding allows.
4. OJT programs will provide the employer with a 50% reimbursement rate of wages occurred during the training. The minimum rate at which an employer can participate in the OJT is a minimum of \$3/hr above NYS' minimum wage.

## **XIII. MONITORING**

1. In addition to OneWorkSource oversight measures which include periodic on-site visits, the NCWDB will conduct periodic on-site compliance reviews of the OJT contracts. Each new contractor will have an on-site compliance review prior to contract completion. Each contractor will be reviewed every two years.
2. Periodic on-site or phone service visits are to be conducted by OneWorkSource staff originating the contract or other designee identified by the OneWorkSource Operator. The representative shall utilize the OJT Training On-Site Review - TRAINEE form (Attachment C).
3. The first service visit is to be conducted within two to four weeks of the start of the contract. Additional phone or on-site visits shall be determined by the OneWorkSource staff. Duration of the training program, employer and trainee involved should be considered when determining the number of visits.

## **XIV. CONTRACT MODIFICATIONS**

Occasionally, contracts may be amended formally. When modifications are required, circumstances under which modifications may not be made the format and instructions utilized to prepare and execute these changes are highlighted below:

1. Types of Modifications:
  - a. Adding or deleting OJT contract slots;
  - b. Extending the end date of the contract;
  - c. De-obligations;

d. Changes in signatory authority;

2. Unallowable Modifications:

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

- a. Changes in the contract following the completion of the total training hours detailed in the contract.
- b. Change the level of employer reimbursement resulting in an wage increase to the trainee unless it is demonstrated the trainee was assigned additional responsibilities that expended the original training. The reimbursement schedule will not be changed due to increased work week hours. The employer will be reimbursed based on the original starting wage and for the original number of hours per week the trainee was expected to work.
- c. Increase the number of contracted hours for the trainee who originally started this program or his/her replacement.

3. Format and Instructions:

- a. Include the contract number, funding source and start date as listed on the OJT contract.
- b. Identify the type of modification(s).
- c. Identify the effective date of the modification. Under no circumstances will this date be later than the end date of the original contract or subsequent modifications.
- d. Describe the general intent of the modification e.g., "This modification adds an additional OJT position to the contract in the occupation 'Carpenter;" "This modification adds additional training days for a replacement trainee;" or "This modification de-obligates the balance of funds unexpended through the modification date."
- e. In some cases, it may be more practical to re-write the entire contract rather than change individual pages.
- f. For modifications that de-obligate the balance of the contract, explain the reason(s) for the de-obligation.
- g. All pages that change as a result of this modification are to be added to the contract.
- h. Obtain the necessary signatures.



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**ATTACHMENT A**

**Preliminary Review - Business Application for On-the-Job Training (OJT)**

(A Review should be completed for all OJT Contracts)

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

**Business Information**

Name \_\_\_\_\_

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

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

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

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

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

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

**Business Background**

|  | YES   | NO    |
|--|-------|-------|
| 1. Has your company relocated from another area in the United States within the last 120 days?<br>If so, were there any employees laid-off at that former location?                          | _____ | _____ |
| 2. How long have you been in business in this area? _____  |       |       |
| 3. How many full-time employees do you have? _____   |       |       |
| 4. Are any employees on lay-off currently?<br>If so, how many employees and in what job titles? _____  | _____ | _____ |
| 5. Have any WARN notices been filed within the past year?  | _____ | _____ |
| 6. Has your business sought WIOA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year?  | _____ | _____ |
| 7. Is job expected to last a year or more in the normal course of business?  | _____ | _____ |
| 8. Are all job openings in New York State?   | _____ | _____ |
| 9. Are any of the jobs considered for an OJT candidate classified as “independent contractor” positions, or would individuals not be employed by our firm during the entire training period? | _____ | _____ |

- 10. Are any of the jobs covered by a collective bargaining agreement? \_\_\_\_\_  
*If so, we will need to obtain a statement of concurrence from the union(s)*
- 11. Is your business currently engaged in any labor disputes with a labor organization? \_\_\_\_\_
- 12. Do any of the jobs pay based upon commission, tips, piece work or incentives? \_\_\_\_\_  
 If yes, please explain \_\_\_\_\_
- 13. What job titles/job descriptions are you seeking to fill with OJT trainees?  
*(Use the job description form provided or you may attach existing job descriptions in lieu of completing job description section)*
- 14. What percentage of previous trainees, over the last two years, have completed training and been retained by your firm?
  - a. Number of OJT trainees \_\_\_\_\_
  - b. Number of OJT employees retained \_\_\_\_\_
  - c. Percentage retained \_\_\_\_\_%

**Contact Person**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Business Applicant Signature**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

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

*Complete a separate description for each OJT title*

Job Title \_\_\_\_\_ O\*Net Code \_\_\_\_\_

Job Description \_\_\_\_\_

Job Location \_\_\_\_\_

Anticipated Start Date \_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_ Hourly Wage \$ \_\_\_\_\_

Shift Days and Hours \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Title \_\_\_\_\_

Is this position subject to a Collective Bargaining Agreement?  Yes  No Name of the Union \_\_\_\_\_

Job Title \_\_\_\_\_ O\*Net Code \_\_\_\_\_

Job Description \_\_\_\_\_

Job Location \_\_\_\_\_

Anticipated Start Date \_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_ Hourly Wage \$ \_\_\_\_\_

Shift Days and Hours \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Title \_\_\_\_\_

Is this position subject to a Collective Bargaining Agreement?  Yes  No Name of the Union \_\_\_\_\_



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**Attachment B**

**On-the-Job Training On-Site Review - EMPLOYER**

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

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

**SECTION I. OJT EMPLOYER REVIEW**

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

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

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

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

|   | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Were the various rules and regulations of the OJT Program discussed with you prior to any contact being developed? | _____      | _____     |
| 2. Was the applicant sent you by the One-Stop System?   | _____      | _____     |
| 3. Was your company involved in the screening of potential trainees?<br>If Yes, how? _____                            | _____      | _____     |
| 4. Does the employer have a signed copy of the OJT contract (and modifications, if applicable)?                       | _____      | _____     |
| 5. Does the employer understand the terms and general provisions of the OJT contract?                                 | _____      | _____     |
| 6. Does the training outline in the contract accurately state the skills to be mastered by the trainee?               | _____      | _____     |

- 7. Is the training outline being followed as specified in the contract? \_\_\_\_\_
  - 8. Does the training being provided to the trainee differ from that given your regular hires in similar positions? \_\_\_\_\_
  - 9. Are there any differences in benefits between your regular employees and the OJT trainees?  
If Yes, please explain what they are and why: \_\_\_\_\_
  - 10. Is the OJT employee working in the occupation specified in the contracts and at the specified wage? \_\_\_\_\_
  - 11. Is the OJT employee demonstrating the ability to learn and apply the new skills called for in the OJT training outline? \_\_\_\_\_
- |  | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
| 12. To assure measurable training outcomes, are there documented evaluations of the trainee’s progress and the effectiveness of the training in meeting the objectives of the training plan? | _____      | _____     |
| 13. Was trainee paid wages equal to the wages paid to regular employees in the same job?   | _____      | _____     |
| 14. Does the cost of tools, equipment and other training costs comply with the terms of the contract?  | _____      | _____     |
| 15. Are there any additional services that the trainee may need to complete the training?  | _____      | _____     |
| 16. Have there been any attendance and/or punctuality problems?  | _____      | _____     |
| 17. Has the OJT employee received instruction on safe work practices?  | _____      | _____     |
| 18. Does the worksite and working conditions appear safe and sanitary?   | _____      | _____     |
| 19. Does the company have an established internal grievance procedure?   | _____      | _____     |
| 20. Has the OJT participant used this procedure during the contract period?  | _____      | _____     |
| 21. Does the average turnover rate of OJT employees exceed the company’s normal turnover rate?   | _____      | _____     |
| 22. Are there any foreseen constraints affecting the company that could prevent the OJT contract from reaching its scheduled conclusion?   | _____      | _____     |
| 23. Is the employer satisfied with the services provided by the OJT program?   | _____      | _____     |
| 24. Does the employer have any recommendation for improvement to the program?<br>If Yes, please explain _____  | _____      | _____     |
| 25. How did the employer learn about the OJT program? _____  | _____      | _____     |
| 26. Have the employer and the participant been provided the discrimination and complaint procedures?   | _____      | _____     |
| 27. At this point, would you be able to say that the trainee will be retained at the end of the training cycle?  | _____      | _____     |
| 28. Do time, attendance and payroll records support invoices?  | _____      | _____     |

29. Do time and attendance records reflect the same work schedule as outlined in the contract? \_\_\_\_\_

30. Is the employer reimbursed in an amount not greater than 50% of total wages paid the trainee? \_\_\_\_\_

31. Do the results of the review of financial records compare with the terms of the contract? \_\_\_\_\_

\_\_\_\_\_  
Employer/Supervisor Signature

\_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_  
Date



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**ATTACHMENT C**

**On-the-Job Training On-Site Review - TRAINEE**

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

Date of Review \_\_\_\_/\_\_\_\_/20\_\_      Program Monitor \_\_\_\_\_

**SECTION I. OJT TRAINEE REVIEW**

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

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

OJT Contract Number \_\_\_\_\_ Start Date \_\_\_\_/\_\_\_\_/201\_\_ End Date \_\_\_\_/\_\_\_\_/20\_\_

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

- |   | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Do you have everything needed to do the job readily available and in good working order?<br>(tools, equipment, etc.)           | _____      | _____     |
| 2. Did you receive a thorough orientation into the company and the OJT program?<br>(i.e., meals/breaks, benefits, policies, etc.) | _____      | _____     |
| 3. Who is the person most responsible for your training? _____  |            |           |
| 4. What methods does he/she use to teach the necessary skills? _____<br>_____   |            |           |
| Does the response match the training outline and the information presented by the instructor)                                     | _____      | _____     |
| 5. What was your hourly wage when you started? \$ _____ Now? \$ _____   |            |           |





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## ATTACHMENT D

### Responsibility Questionnaire

**Instructions** – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate<sup>1</sup>, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
  - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
 Yes     No
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
 Yes     No
  - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?  
 Yes     No
  - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?  
 Yes     No
  - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
 Yes     No
  - f. A local, state or federal suspension, debarment or termination from the contracting process?  
 Yes     No
  - g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?  
 Yes     No
  - h. A local, state or federal denial of a lease or contract award for non-responsibility?  
 Yes     No

- i. An agreement to voluntary exclusion from bidding/contracting?  
 Yes     No
- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?  
 Yes     No

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

- Yes     No
- k. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?  
 Yes     No
- l. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  
 Yes     No
- m. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?  
 Yes     No
- n. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?  
 Yes     No
- o. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?  
 Yes     No
- p. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?  
 Yes     No
- q. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- federal, state or local health laws, rules or regulations
  - unemployment insurance or workers' compensation coverage or claim requirements
  - ERISA (Employee Requirement Income Security Act)
  - federal, state or local human rights laws
  - federal or state security laws
  - federal INS and Alienage laws
  - Sherman Act or other federal anti-trust laws?
- Yes     No
- r. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?  
 Yes     No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes  No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes  No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

Yes  No

**If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:**

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5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

Yes  No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

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6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes  No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

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If it is an affiliate, include the affiliate's name and FEIN:

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Provide the court name, address and docket number:

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Indicate if the proceedings have been initiated, remain pending or have been closed:

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If closed, provide the date closed: \_\_\_\_\_

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor’s business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor’s responses herein prior to the State Comptroller’s approval of the contract.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed Copy of Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ATTACHMENT E

### OJT Due Diligence Request Form

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

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