

**CONTRACT: WIOA-HUFSD21IS**  
**FUND: Various**  
**SERVICES: In-School Youth Services**

**TOWN OF HEMPSTEAD/CITY OF LONG BEACH  
WORKFORCE INVESTMENT SYSTEM**

This Agreement made between the Town of Hempstead Department of Occupational Resources, hereinafter referred to as "DOOR," having its principal office at 50 Clinton Street, Suite 400, Hempstead New York 11550, and, **Hempstead Union Free School District**, having its principal offices at, 185 Peninsula Boulevard, Hempstead, New York, 11550, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

Whereas, DOOR has been designated as the "Grant Subrecipient/Fiscal Agent" by the Town of Hempstead Workforce Development Board pursuant to the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter WIOA;

Whereas, DOOR has also been designated by the under the Personal Responsibility Work Opportunity Reconciliation Act of 1996 (PRWORA) Temporary Assistance to Needy Families (TANF) Block Grant Program and the New York State General Fund, hereinafter TANF;

Whereas DOOR on behalf of the Town of Hempstead Workforce Development Board hereinafter "WIB", is desirous of providing such services to eligible individuals, and

Whereas DOOR believes the contractor herein is qualified to provide such services and conduct related programs and the arrangements and details for such activity should be reduced to this financial agreement between DOOR and CONTRACTOR.

WHEREAS, THE CONTRACTOR has submitted a proposal to serve eligible WIOA participants, which proposal has been accepted by the WIB and DOOR and is attached and incorporated herein as **Appendix A** hereto;

Now, therefore, the parties mutually agree as follows:

**TERMS OF AGREEMENT**

This Agreement shall become effective on **the 1st day of July, 2021** and shall terminate on **the 30<sup>th</sup> day of June, 2022**, unless extended by mutual agreement of parties hereto

**TERMS AND CONDITIONS**

1. See Appendix B.

**PARTICIPANT ELIGIBILITY**

2. See Appendix C.

## ASSURANCES

3. See **Appendix D**.

## MUTUAL PROMISE

4. DOOR hereby hires and retains the services of the CONTRACTOR agrees that it will be responsible for all general and local program coordination and all outreach to, and referral to the program of, potentially eligible participants and other duties as specific on **Appendix A**. CONTRACTOR further agrees that any expenses incurred in the provision of these services will be borne solely by the CONTRACTOR.

## 5. DOOR'S OBLIGATIONS

- 5a) Payments to CONTRACTOR shall be made in accordance with Section 7 and **Appendix A**, not to exceed **\$6,500.00** per contract year.
- 5b) Provide CONTRACTOR with all forms necessary to complete its reporting requirements.
- 5c) To monitor CONTRACTOR's performance of its obligations, and to address the needs of the CONTRACTOR arising from the performance of same. Where in the interests of DOOR, DOOR shall take those steps necessary to facilitate the performance of such obligations.

## 6. CONTRACTOR OBLIGATIONS

- 6a) Shall perform all services as specified in this agreement within the period agreed upon herein, as per **Appendix A**.
- 6b) Services to be performed will be assigned by the Commissioner of DOOR.
- 6c) CONTRACTOR agrees that the services to be rendered hereunder shall be limited to those services specified in the **Appendix A** which is attached hereto and made a part hereof.

## 7. PAYMENTS

- 7a) DOOR, acting on behalf of the WIOA/TANF, hereby hires and retains the services of CONTRACTOR to conduct professional services as set forth in **Appendix A** which is attached hereto and made a part hereof.
- 7b) For all its services hereunder, DOOR agrees to pay CONTRACTOR the cost for services rendered as set forth in **Appendix A** which is attached hereto and made a part thereof. In no event shall the amounts paid exceed the amounts specified in paragraph 4a., *Supra*.



- 7c) CONTRACTOR will be paid only for hours spent on the WIOA/TANF program and verified and approved by the Commissioner.
- 7d) No funds are authorized for overtime or meal expenditures.
- 7e) CONTRACTOR will submit original Town of Hempstead claim forms, provided by DOOR, for time spent providing services upon completion of each month of the contract. Claims are subject to adjustment and auditing by authorized DOOR personnel for actual costs incurred pursuant to this agreement.
- 7f) CONTRACTOR and DOOR agree that no services to be considered for payment shall (as set forth by Appendix A) be exceeded unless agreed to in writing by both parties, in advance of such claim for services.

**8. CLAIMS AND CLOSE-OUT**

- 8a) CONTRACTOR shall be paid monthly upon submission of duly certified claim forms approved by the DOOR. Such claim forms will be supplied by the DOOR and must be submitted to the DOOR within twenty (20) days after the end of the preceding monthly period.
- 8b) CONTRACTOR agrees to submit within 120 days following the termination date of this agreement all reports and statements required as part of the close-out procedure. Such reports will include, but will not be limited to, all cost data final claims for reimbursement or other fiscal adjustments deemed to be allocable and allowable under the contract. Upon the 120<sup>th</sup> day following, all unexpended funds shall automatically be deobligated by DOOR. At such time, DOOR shall have no further obligation whatsoever to CONTRACTOR.
- 8c) DOOR agrees to provide to CONTRACTOR all forms necessary to complete reporting requirements. DOOR further agrees to provide support and assistance required to complete such reporting requirements.

**9. AUDITING AND RECORD KEEPING**

- 9a) CONTRACTOR, including its satellites, if any, shall maintain full and complete books and records of accounts in accordance with accepted accounting practices as may be prescribed by DOOR, this contract, the grant pursuant to which it is entered, and applicable statutory authority. Such books and records shall at all times be available for audit and inspection by DOOR, the New York State Department of Labor and the U.S. Department of Labor.
- 9b) The CONTRACTOR agrees to provide DOOR or its designee access to all relevant records which DOOR requires to determine CONTRACTOR'S compliance with the performance of this contract or with applicable Federal, State, or local law. Such period of access and retention of records



shall continue until any and all claims, appeals, litigation or disputes are satisfactorily completed.

- 9c) CONTRACTOR agrees to provide DOOR with its independent audit report within thirty days after receipt of an audit or within nine months after the end of the subrecipient audit period.
- 9d) CONTRACTOR agrees that DOOR will be responsible for all eligibility determination and verification.
- 9e) CONTRACTOR agrees that the services to be rendered hereunder shall include, but not be limited to, all of the matters contained in DOOR's **Request For Proposals (RFP)**, CONTRACTOR's response thereto and its proposal submitted to DOOR, attached hereto and made a part hereof, with the same force and effect as if recited at length herein. Any provision which has been stricken from the attachments AND initialed by DOOR or its authorized agent, servant, or employee shall not be deemed to be a provision of this agreement.

#### **10. MONITORING**

- 10a) DOOR assures that it will notify the CONTRACTOR in writing of all participants authorized to begin work. During the term of this Agreement, DOOR shall have the right to inspect or monitor any or all work sites and/or progress of participants.
- 10b) It is understood and agreed that the above mentioned services of CONTRACTOR shall be monitored and evaluated by DOOR, and the CONTRACTOR shall submit reports as requested by DOOR. If pursuant to such monitoring and evaluation, DOOR should at any time find that these services have not been rendered in a satisfactory manner, then such improper performance shall be deemed to be substantial violation of the Agreement and DOOR may then cancel this Agreement at its sole option and discretion.

#### **TOTAL COSTS AND EXPENSES**

- 11. CONTRACTOR represents and agrees that the program cost for the term of the Agreement, attached hereto and designated **Appendix A**, and made a part hereof, lists all the costs for all the services to be rendered by the CONTRACTOR under this Agreement.

#### **OBLIGATIONS CURRENT**

- 12. CONTRACTOR warrants that it is not in arrears to DOOR upon any debt or contract and that it is not in default as surety, contractor or otherwise upon any obligation to DOOR.



### **INDEPENDENT CONTRACTOR STATUS**

13. CONTRACTOR agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit DOOR the Town of Hempstead, the WIB or the Town of Hempstead Youth Council to any obligations irrespective of the nature thereof. CONTRACTOR shall not at any time or for any purpose be deemed an employee of DOOR or the Town of Hempstead. It is further understood and agreed that no agent, servant or employee of the CONTRACTOR shall at any time or under any circumstances be deemed an agent, servant, employee or representative of DOOR or the Town of Hempstead.

### **HOLD HARMLESS AND INDEMNIFICATION**

14. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor and shall not at any time or for any purpose be deemed an employee of the Town of Hempstead, hereinafter referred to as TOWN or any of the departments or divisions thereof. CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit TOWN the WIB, DOOR, or the Youth Council to any obligation irrespective of the nature thereof. It is further understood that no agent, servant, or employee of CONTRACTOR, at any time or under any circumstances, be deemed to be an agent, servant, or employee of TOWN. CONTRACTOR agrees to and affirms that it will pay and compensate all persons required to be so compensated for their performance pursuant to this agreement, and agrees to hold TOWN, the WIB, DOOR, or the Youth Council harmless from liability for payments due for such services rendered.

With respect to and in conjunction with, the specific performance stated under item 3(c) CONTRACTOR agrees to conduct its activities pursuant to this agreement so as not to endanger any person and to indemnify and hold harmless from liability for payments and such services.

With respect to and in conjunction with, the specific performance stated under item 3(c) CONTRACTOR agrees to conduct its activities pursuant to this agreement so as not to endanger any person and to indemnify and hold harmless TOWN, the WIB, DOOR, or the Youth Council, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from.

### **15. INSURANCE REQUIREMENTS**

Prior to the commencement of the program, CONTRACTOR shall procure and keep in force during the term of this Agreement or any renewal thereof, at its own cost and expense, a policy of insurance for Comprehensive General Liability for



the Town, DOOR, the Town of Hempstead Private Industry Council, the WIB, DOOR, or the Youth Council, hereinafter referred to as WIB, their officers,

servants, agents, employees added as named insureds, insuring CONTRACTOR and the Town, DOOR, and the WIB, DOOR, or the Youth Council against any claims of any and all persons for Town, DOOR, and the WIB, DOOR, or the Youth Council against any claims of any and all persons for bodily injuries, property damage arising out of any activity pursuant to this agreement. Such policy shall have a combined single limit of liability for bodily injury of ONE MILLION (1,000,000) for any one accident and shall insure against property damage for a limit of FIFTY THOUSAND DOLLARS (50,000) for any single incident, reflecting such coverage shall be promptly delivered to DOOR upon execution of this agreement.

Policy cancellation, non-renewal, or amendment shall be effective only upon at least thirty (30) days prior written notice sent to DOOR by certified mail to: Department of Occupational Resources, ATTN: Contract Insurance, 50 Clinton Street 4<sup>th</sup> Floor, Hempstead, New York 11550. A certified copy of the policy of insurance or a certificate of insurance reflecting such coverage shall be promptly delivered to DOOR upon the execution and return of this Agreement.

Any lapse in said insurance may deemed to be in violation of a significant term of the Agreement and may result in cancellation of the agreement at the sole option of DOOR.

#### **MAINTENANCE OF EFFORT**

16. CONTRACTOR agrees that funds obtained under this Agreement will not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative or more likely to achieve the service delivery area's performance goals. In no event will the CONTRACTOR use funds obtained under this Agreement to fund such duplicate services or facilities as have been previously funded from Federal, State, or local sources.

#### **17. TERMINATION AND CURTAILMENT**

- 17a) If at any time DOOR shall find CONTRACTOR to have violated or be violating any of the terms and conditions of this Agreement, or if any depth review of the conduct and operation of the CONTRACTOR's program reveals that such program is at variance with the program's stated goals and objectives, then either such event shall constitute a breach of the Agreement. DOOR shall notify the CONTRACTOR in writing of such breach and afford the CONTRACTOR five (5) working days within which to cure such violation. If such violation is not cured, the DOOR shall have the right to immediately cancel this Agreement without any further obligation on its part.
- 17b) In addition, DOOR may terminate this Agreement in whole or in part, when DOOR deems it to be in the best interests of DOOR to do so. Such



termination may be had upon ten-calendar (10) days written notice to the CONTRACTOR. If this Agreement is so terminated, CONTRACTOR

shall be compensated only to the extent of expenditures approved by DOOR which were incurred prior to the date of termination.

- 17c) If the United States Department of Labor, Employment and Training Administration, New York State Department of Labor or any of the departments or commissions of either such agency shall fail to approve full Federal aid in reimbursement to the Town of Hempstead for any payments made by the Town of Hempstead hereunder, for any reason whatsoever, or if the United States Department of Labor or agencies shall reduce or cut back any sums in Federal aid, DOOR expressly reserves the right to cancel and deobligate the remaining unpaid amount due under this Agreement. CONTRACTOR acknowledges that the payment for services rendered will be made solely with Federal Funds and that in no way are the local funds of the Town of Hempstead involved. CONTRACTOR acknowledges that in no way shall the Town of Hempstead or DOOR be responsible for funding of the program or sums due under this agreement.

#### **DISALLOWED COSTS**

18. If at any time, for any reason, during or after the term of this Agreement, the United States Department of Labor, the New York State Department of Labor or any, other authorized governmental agency makes the determination that the CONTRACTOR utilized program funds in such a manner so as to violate the Workforce Innovation and Opportunity Act or the rules and regulations promulgated thereunder, the CONTRACT agrees to indemnify DOOR and hold DOOR harmless and to stand in DOOR's place for the purpose of making any reimbursements or paying any fines or penalties that may become due and payable.

#### **NON-ASSIGNMENT**

19. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this Agreement.

#### **20. COMPLIANCE REQUIREMENTS**

The CONTRACTOR agrees and represents that:

- 20a) It will comply with the requirements of the Workforce Innovation and Opportunity Act as amended with the regulations and policies promulgated thereunder. If the regulations promulgated pursuant to WIOA should be again amended or revised, then the CONTRACTOR shall comply with them; or it will notify DOOR within thirty (30) days after promulgation of the amendments and revision that it cannot so conform and in what respect it is unable to comply and the reason therefor so that DOOR may terminate this agreement at its discretion.



- 20b) It will comply with all the applicable provisions of the State of New York Labor Law, the State of New York Unemployment Insurance Law, the Federal Social Security Law, and any and all rules and regulations promulgated by the United States Department of Labor (**USDOL**) and any applicable Federal or State or local law, and regulations, and all amendments and additions thereto.
- 20c) It will abide by the provisions of the Executive Law of New York and particularly Section 296, which prohibits unlawful discrimination based upon race, color, national origin, sex, age, or religion and to provide equal opportunity in employment to each individual under Title VI of the Civil Rights Legislation of 1964 and the Rules and Regulations of the United States Department of Labor. The CONTRACTOR further agrees that it will actively participate in the implementation of a "Program for Equal Employment" in the State of New York.
- 20d) The CONTRACTOR hereby affirms that it has received and read the WIOA laws and the rules and regulations of the United States Department of Labor promulgated there under.

#### **NON-DISCRIMINATION**

21. CONTRACTOR further agrees that it will abide by the provisions of the Executive Law of New York and particularly Section 296, which prohibits unlawful discrimination based upon race, color, national origin, sex, age or religion and to provide equal opportunity in employment to each individual under Title VI of the Civil Rights Legislation of 1964 and the Rules and Regulations of the United States Department of Labor. The CONTRACTOR further agrees that it will actively participate in the implementation of a "Program for Equal Employment" in the State of New York.

#### **22. ADDITIONAL CERTIFICATIONS**

- 22a) It will comply with all applicable provisions of the Americans with Disabilities Act (**ADA**).
- 22b) It will comply with the Drug-Free Workplace Act Subtitle D, Title V of the Anti-Drug Abuse Act of 2014 (Public Law 100-690), and as a condition of this agreement it will certify that it will provide a drug-free workplace by signing the DOOR form entitled "**Certification Regarding Drug-Free Workplace Requirements**".
- 22c) It will comply with the Town of Hempstead Policy on "**Sexual Harassment**" which states:

"It is the policy of the Town of Hempstead to prohibit the harassment of any employee or member of the public by any employee on account of that person's sex. The Town does not condone and will not tolerate sexual



harassment by its employees or the sexual harassment of employees by anyone, including any supervisor, co-worker, vendor or member of the public”.

22d) This agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; and the provisions of the Town of Hempstead’s Code of Ethics, as amended; and the provisions of the Anti-Discrimination Order of Nassau County.

22e) The CONTRACTOR hereby affirms that it has received and read the WIOA Law and the rules and regulations of the United States Department of Labor promulgated there under and that it will abide thereto.

### GRIEVANCE PROCEDURES

23. CONTRACTOR acknowledges the existence and availability of the “**DOOR Grievance Procedure.**” A copy of the outline of such procedure is attached hereto. The CONTRACTOR acknowledges receipt of such procedures.

### AFFIRMATIVE ACTION/EQUAL OPPORTUNITY NON-DISCRIMINATION

24. “As a condition to the award of financial assistance under WIOA/TANF from the Department of Labor, the CONTRACTOR assures, with respect to operation of the WIOA/TANF funded program or activity and all agreements or arrangements to carry out the WIOA/TANF funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I/TANF/-financially assisted program or activity; the Non-tradition Employment for Woman Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended; which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. CONTRACTOR assures that it will comply with all applicable requirements imposed by or pursuant to regulations implementing those laws including, but not limited to, 29 CFR Part 34.

The CONTRACTOR also assures that it will comply with 29 CFR Part 37.20 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR’s operation of the WIOA Title I/TANF-financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I/TANF-financially assisted program or activity. The



CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

24a) It is the policy of DOOR not to discriminate in the award of contracts on the basis of race, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.

25b) **MONITORING FOR COMPLIANCE**

DOOR will monitor the EO compliance status of its subrecipient annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

25c) The DOOR Equal Opportunity designee who will be responsible for transmitting complaints of discrimination as prescribed by the Division of Equal Opportunity Development (DOED) is listed below:

<b>Name:</b>	Sal Scibetta
<b>Title:</b>	EEO Officer
<b>Address:</b>	Town of Hempstead Department of Occupational Resources 50 Clinton Street, Suite 400 Hempstead, New York 11550
<b>Telephone #:</b>	(516) 485-5000, extension 1205

**MODIFICATIONS**

25. Any changes requested or required shall be in written form only and signed by both parties to this contract.

**FEES**

26. Neither party to this agreement shall charge a participant a fee for the referral or placement of said trainee under this agreement.

**KICKBACKS**

27. Both parties to this CONTRACT ensure that their offices employee and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this contract.

**CONFLICT OF INTEREST**

28. Both parties agree to prohibit employees from using their positions for a purpose that is or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.

29a) This CONTRACT is subject to the provisions of Article 18 of the General



Municipal Law of the State of New York as amended; and, the provision of the Town of Hempstead's Code of Ethics, as amended; as well as the provisions of the Anti-discrimination Order of Nassau County.

- 29b) CONTRACTOR agrees that it shall not hire a person in an administrative capacity, staff position or on-the-job training position funded under WIOA if a member of that person's immediate family is engaged in an administrative capacity for the CONTRACTOR, DOOR, or the Workforce Development Board, hereinafter referred to as "WIB".

### **INDEPENDENT OF COVENANTS**

30. If any term or provision of this contract is held invalid, the remainder of the remainder of the contract shall not be affected and shall survive the removal of the invalid term or provision.

### **SECTARIANISM**

31. Participants shall not be employed on the construction, operation, or maintenance or so much of any facility, as is used or will be used for sectarian instruction or as a place for religious worship.

### **CONFIDENTIALITY OF RECORDS**

32. The CONTRACTOR agrees to maintain as confidential all information regarding participants or their immediate families and, unless prior permission of the participants or their immediate families is given, such information shall be divulged only as required by the terms of the Agreement or by superseding legislation.

### **NEPOTISM**

33. The CONTRACTOR agrees that no officer in its organization is related by blood or marriage to any participant funded under this voucher.
- 34a) The signature for the CONTRACTOR and DOOR certify that the information provided in this agreement is true and accurate and that signers agree to and will abide by all the terms set forth in this agreement and the attached schedules and rider.
- 34b) The CONTRACTOR further agrees that in the event any participant becomes so related, it will notify DOOR immediately so that DOOR may terminate any funds or services to the participant.

### **DISPUTES**

35. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by DOOR, which shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of



DOOR can be appealed to the New York State Department of Labor

#### **DRUG-FREE WORKPLACE**

36. The CONTRACTOR hereby affirms it will abide by the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690) enacted November 18, 1988 and effective March 18, 1989 that requires the maintenance of a drug-free workplace.

#### **DEBARMENT AND SUSPENSION REGULATIONS**

37. The CONTRACTOR agrees to provide DOOR with a "Certificate Regarding Debarment and Suspension" stating that it and its principals are not debarred, ineligible or voluntarily excluded from the covered transaction by any federal agency. This certification will relieve the Town of Hempstead, DOOR, the WIB, the Youth Council and their officers, servants, agents and employees from liability for allowing debarred or suspended persons to participate in a covered transaction. The CONTRACTOR certifies that it and its principals do not appear on the federal "List of Parties Excluded from Procurement or Non-Administration (GSA)".

#### **PUBLICITY**

38. The CONTRACTOR agrees that whenever information related to a program sponsored under this Agreement appears in the media, in any publication, or in any promotional way the CONTRACTOR will include a statement that such program is funded by the Town of Hempstead WIB and DOOR. The CONTRACTOR consents that its name may be used by the WIB and DOOR is promotional and public information material.

#### **ADDITIONAL COMPLIANCE**

39. All literature, brochures, marketing material, DVDs, VHS tapes, computer programs and applications, etc., developed as a result of this contract are the sole property of the Town of Hempstead Department of Occupational Resources and may not be marketed, sold, copied or distributed in any manner by the CONTRACTOR and his agents.

#### **CERTIFICATION REGARDING LOBBYING**

40. The CONTRACTOR shall sign the certification regarding lobbying as required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$1000,000, as defined at 34 CFR Part 82, Section 32.105 and 82.110. Such certification shall be deemed to be part of this agreement as though fully set forth herein.

#### **POLITICAL ACTIVITIES**



41. The **CONTRACTOR** agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.
42. If the **CONTRACTOR** is an education or training institution, then the **CONTRACTOR** shall furnish **DOOR** with a copy of the New York State Department of Education enrollment or other appropriate approval which authorized **CONTRACTOR** to conduct such training which is provided for by this contract.

#### **SALARY AND BONUS LIMITATIONS**

43. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

#### **NON-DUPLICATION OF OTHER FEDERAL, STATE AND LOCAL FUNDS**

44. In the event the **CONTRACTOR** is the recipient of other Federal and/or State and/or local government grants, awards, or monies, it is expressly understood and agreed that the **CONTRACTOR** shall not bill or charge **DOOR** for services rendered, equipment and/or material purchased, and operating expenses allowed, for any or all such services, equipment and expenses and material which are provided or financed by other Federal and/or State and/or local government funding sources, or any other source whatsoever.

#### **WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS**

45. The **CONTRACTOR** shall secure and maintain Workers' Compensation Insurance and Disability Benefits as required by the State of New York for the life of this contract. In accordance with Workers' Compensation Law Sections 57 and 220(8), **CONTRACTOR** must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from an insurance carrier; or be a Workers' Compensation Board approved self-insured employer or participate in an authorized group self-insurance plan. As a condition for entering into this contract, **CONTRACTOR** must provide one of the following forms to **DOOR**:
- (a) WC/DB-100, Affidavit for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Insurance Coverage Is Not Required (Must be stamped as "received" by New York State Workers' Compensation Board); or
  - (b) C-105.2 – Certificate of Workers' Compensation; or
  - (c) SI-12 – Certificate of Workers' Compensation Self-Insurance.



Also as a condition for entering into this contract, CONTRACTOR must provide one of the following forms to DOOR:

- (a) DB-120.1 – Certificate of Disability Benefits Insurance; or
- (b) DB-155 - Certificate of Disability Benefits Self-Insurance.

### **INVENTIONS**

- 46. DOOR will retain all patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

### **PRIORITY OF SERVICE TO VETERANS**

- 47. Contractor agrees to comply with the **HempsteadWorks Priority of Service Policy**, which provides for priority of service to veterans, as stated below:

*“The Town of Hempstead Local Workforce Development Board has established the following Priority of Service Policy under the Workforce Innovation and Opportunity Act (WIOA) of 2014: **Priority of service is provided to residents of the Town of Hempstead/City of Long Beach, who are either public assistance recipients, veteran\*s and eligible spouses of veterans\*\***, economically disadvantaged (i.e. low income) individuals\*\*\* or dislocated workers. Residents of the Town of Hempstead/City of Long Beach also will receive priority consideration for enrollment into training funded through Individual Training Accounts (ITAs).*”

In addition, the Jobs for Veterans Act of 2002 made a number of amendments to encourage military veterans’ access to services within an integrated one-stop service delivery system. One such amendment creates a priority of service for veterans (and some spouses) “who otherwise meet the eligibility requirements for participation” in United States Department of Labor training programs. As mandated in Federal regulation, One-Stop Career Centers are required to implement priority of service and will need to have clear strategies for providing veterans and eligible spouses of veterans with quality service at every phase of services offered. Veterans’ priority of service was also mandated in the Final Rule, 20CFR Part 1010, which went into effect on January 19, 2009. Also, the American Recovery and Reinvestment Act () of 2009 requires a statutory priority for recipients of public assistance and other low-income individuals. New York State Department of Labor Technical Advisory Number 09-16 provides the following clarification to reconcile the application of priority of service under with the Jobs for Veterans Act of 2002: “It is important to understand that veterans’ priority of service is not intended to displace the core mission of any particular program. More specifically, a priority of service within a priority is created for those programs that are derived from a federal statutory mandate (such as ) that requires a priority or preference for a particular group of individuals. As an example, when we collectively compare recipients of public assistance and other low-income individuals with veterans and eligible spouses of veterans, the following priority order is applicable:

- 1. The first population to receive intensive and training services is public assistance and low-income veterans (or eligible spouses of veterans);



2. The second priority is for public assistance and low-income non-veterans;
3. The third priority is for veterans (or eligible spouses of veterans) who are not low income or receiving public assistance;
4. The last priority is for adults who are non-veterans who are not low-income or receiving public assistance.”

**\*Veteran**

\*Under the Final Rule, a veteran 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.” This is essentially the same as the WIOA definition found in WIOA Law at Section 101(49). Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes. This definition to be applied for the purposes of the priority differs from and is broader than the definition of “eligible veteran,” which is applied under Veterans and Wagner-Peyser grant programs. 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 there from with other than a dishonorable discharge; (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. It is very important that the distinction between the two definitions is understood and applied correctly. USDOL is bound by law to use the “Final Rule” definition as it was the intent of Congress that priority of service be made available to a broad category of former service members. However, the definition of veteran to be applied for the purposes of the priority does not alter the statutory reporting requirements for Wagner-Peyser and Veteran Grants, which require application of the more narrowly defined definition of eligible veteran. In other words, a veterans’ priority is not intended to displace the core mission of any particular program.

**\*\*Eligible Spouse**

Under Title 38, United States Code Section 4215(a), the term “eligible spouse” means – (A) the spouse of any person who died of a service-connected disability; (B) the spouse of any member of the Armed Forces serving 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 ninety days: (i) missing in action, (ii) captured in line of duty by a hostile force, or (iii) forcibly detained or interned in line of duty by a foreign government or power; or (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. USDOL provides additional clarification for “A” and “D” above by indicating that the re-marriage of the spouse would not terminate their eligibility. However, if a spouse becomes divorced from a veteran under “B” and “C” above, eligibility for priority of service is terminated. It is further understood that the JVA does not exclude from eligibility spouses who were not citizens at the time that the veteran was discharged or retired, nor does it stipulate that a spouse had to be married to a veteran at the time of his or her discharge or retirement.



**\*\*\*Economically Disadvantaged (i.e. Low Income) Individual**

The parameters to be used to qualify someone as a low-income individual are defined in the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128) at Section 101(25). Additionally, in order to consider an individual as a “family of one,” our local policy defines the phrase contained in the passage of the statute “received an income,” to mean that an individual living with other family members (as defined in WIOA Sec. 101 (15)), must have received sufficient income to contribute to fifty percent (50%) or more of that individual’s support for the last six (6) months prior to participation. Income earned while on active duty status is disregarded in our eligibility determinations.”

**APPENDICES**

48. Appendices A, B, C & D are attached and made part of this agreement.

**EXECUTION**

49. The signatures for the **CONTRACTOR** and **DOOR** below certify that the information provided in this contract is true and accurate and that the signers agree to and will abide by all the terms set forth in this contract and the attached schedules and riders.



WE, the undersigned, have read the above Agreement and fully understand the terms and conditions of this contract.

**CONTRACTOR**

Name of Contractor: Hempstead School District

Address of Contractor: 185 Peninsula Blvd  
Hempstead, NY 11550

Authorized Representative: Regina Armstrong Title Superintendent of Schools  
(Please Print)

Authorized Representative Signature: Regina Armstrong Date 6/23/2021

**DOOR:**

BY: Eric C. Mallette  
Eric C. Mallette, Commissioner

7/2/2021

Date

I hereby audit and this contract for the sum of \$ [REDACTED] from the WIOA Title I YTH /TANF//other local, state and federal funds and order encumbrance drawn against fund or account indicated above.

Wesley B. Rockenbach  
Town Comptroller or his designee

7/2/2021

Date



