

WORKSITE ASSURANCES AND CERTIFICATIONS AGREEMENT

As the authorized representative of _____ (“Worksite”), located at _____ (Address); I hereby certify that the Worksite is and shall remain in compliance with all applicable provisions of the Federal Government, New York State (“State”) Labor Law and The City of New York (“City”) Department of Youth & Community Development (“DYCD”) and shall implement the program as described in the Worksite Application and the Train & Earn WIOA Worksite Handbook for Program year _____.

If selected to be a Train and Earn WIOA Worksite, I certify that:

1. The Worksite will fully provide the activity described in the Worksite Application and will provide supervision in the appropriate ratio to all Participants assigned to this Worksite at all times. Further, the Worksite will account for and certify Participants' time and attendance and will ensure that the hours reported reflect the actual hours worked.
2. The Worksite commits to being in compliance with all administrative requirements of Train and Earn, which will be explained by the Train and Earn WIOA Provider and outlined in the Worksite Handbook.
3. The buildings, surroundings, and conditions at the location where Participants are to be assigned for in-person, remote/virtual or hybrid are in compliance with all applicable Federal, State, and local laws, codes, and standards as well as standards set forth by DYCD.
4. The Worksite complies and will continue to comply with all regulations concerning prohibited activities of the State Department of Labor (“DOL”) Rules and Regulations, as published by the DOL.
5. I understand the worksite may be monitored by DYCD, the State DOL, and any other City, State or Federal agencies in **unannounced visits**, and I will provide each monitoring agency with information pertinent to the operation of Train and Earn.
6. I understand that, if the Worksite is found in violation of the Department of Youth and Community Development Train and Earn WIOA policies and procedures as stated in the Train and Earn Worksite Handbook and/or any other City, State or Federal agency requirements, DYCD reserves the right to unilaterally terminate participation as an Train and Earn Worksite.
7. Each individual who supervises Train and Earn Participants will attend training provided by the Train and Earn Provider and failure to attend will result in the Worksite not participating in Train and Earn and/or untrained supervisor(s) not being allowed to supervise Participants.
8. The Worksite has performed or will perform background screening for all staff members, including regular volunteer staff, who will be working with Train and Earn Participants, in accordance with the requirements outlined in the Train and Earn Worksite Handbook. Such background screening must include criminal history and employment history, while complying with applicable law, including the New York City Fair Chance Act. Based on the background screening, the Worksite will make a determination, which is subject to approval by the Train and Earn Provider and DYCD, as to whether staff may properly and safely supervise or work with Train and Earn Participants. I further certify that none of the officers, directors, or managing personnel of the Worksite have been convicted of defrauding the City/State/Federal government or of obstructing an investigation with respect to such fraud during the past three years.
9. The Worksite will immediately report to the Train and Earn Provider any incident involving Train and Earn Participants which potentially impacts the health, safety, or well-being of an individual, property, or the operation of the Train and Earn Program, or which stems from or is related to the Train and Earn Program, in accordance with DYCD’s Incident Reporting policy.
10. The Worksite will comply with all Drug Free Workplace requirements outlined in the Train and Earn Worksite Handbook.
11. The Worksite will comply with all required worksite postings per federal, state, and local law (including but not limited to: Drug Free Workplace; Permitted Work Hours for Minors; Equal-Opportunity; Sexual Harassment Postings; and Worksite Certificate of Approval).
12. The Worksite has available for review Certificates of Incorporation, Health Inspection Certificates, and any other documentation pertaining to its status and compliance with applicable laws.
13. The Worksite understands that the signing of this agreement in no way guarantees that a Participant will be assigned to the Worksite.
14. The Worksite understands that no payment will be made to the Worksite by DYCD or the DYCD Provider in conjunction with the placement of a Participant or any of the requirements imposed above.

Please Note: Application submission to multiple Train and Earn Providers can multiply the number of youths requested.

Confer with your perspective Train and Earn Provider for guidance.

Please note this is a summary of your requirements as a Worksite in Train and Earn. To review complete details of your responsibilities, please read the Train and Earn Worksite Handbook or contact your Train and Earn Provider with questions.

I agree to the above conditions and specifications of this “Worksite Assurances and Certifications Agreement” to provide the Train and Earn services in connection with the requirements above and in conjunction with the Train and Earn Worksite Handbook.

Worksite Representative: Name (Print): _____ Title: _____
 Signature: _____ Date: _____

Provider Representative: Name (Print): _____ Title: _____
 Signature: _____ Date: _____

[Please Note: Application submission to multiple SIP Providers can multiply the number of youths requested. Confer with your perspective Provider for guidance.](#)