On-the-Job Training Grant Contract

Program Start: September 1, 2025
Program End Date: December 31, 2026
Updated: July 1, 2026
Population Served: Adult, Business
Agency: Dept. of Labor
Source Of Funding: State

Contract#: _____

Employer: _____ Contact Name: _____

Address: _____ City: _____ **NY** Zip: _____

1. This contract shall take effect on _____ and terminate on _____.

2. The employer shall employ and conduct all the On-the-Job Training services for the specified trainee(s), during the period indicated above, and shall furnish the materials, books, tools, and equipment when specified in this contract, for the total fixed price as identified. Payment will be made by the employer to the appropriate designated trainer(s) for services received and approved.

3. Your business will be responsible for providing the trainee(s) with a copy of the training outline and maintaining required records of the trainee's On-the-Job Training progress.

4. All costs contained in this contract represent only those costs which are in the approved training plan.

5. The employer agrees to maintain all financial, attendance, and miscellaneous records related to the On-the-Job Training contract for a minimum of seven (7) years following the final contract payment. Should an audit initiated by New York State (NYS) or other regulatory agency remain unresolved or incomplete after the mandated retention period, the employer will retain records until the audit findings are resolved. If an audit identifies inadequate or inaccurate payroll records, the Amherst Chamber of Commerce reserves the right to recoup any overpaid amounts or financial discrepancies found during the audit process.

6. The employer acknowledges their responsibility to comply with New York State Executive Law Article 15-A (MWBE) and Veterans' Services Law Article 3 (SDVOB). The applicant affirms that they have either:
   - **[ ] Secure Utilization:** Retained a NYS-certified MWBE/SDVOB partner for the training or contractual obligations outlined in this proposal and have documentation to align with this -or-
   - **[ ] Good Faith Effort / Waiver Requested:** Attempted in good faith to solicit bids from NYS-certified MWBE/SDVOB entities but was unable to secure a qualified partner due to specialized training requirements or lack of certified vendors in the geographic area (must maintain a *Good Faith Effort Documentation Log for support in a NYS audit*).
   - **[ ] Not Applicable / Only internal training.**

Required Evidence of Good Faith Effort

1. Targeted Outreach: Copies of emails, letters, or phone logs showing contact with certified MWBE/SDVOBs at least 10–14 days before the application deadline.
2. Clear Scope: Evidence that vendors were provided with specific details regarding the training scope, schedule, and requirements.
3. Competitive Review: A log of all bids received, demonstrating that certified vendors were evaluated fairly based on cost and capability.
4. Justification: Written justification if a certified MWBE/SDVOB bid was rejected in favor of a non-certified vendor.

Please note: Vendors must be actively listed in the NYS Empire State Development (ESD) or OGS directories to satisfy the requirement.

Funding for this On-the-Job Training is provided through a grant from NYS Department of Labor. IN WITNESS WHEREOF, the parties hereto have executed this contract:

Amherst Chamber of Commerce

Signed: _____

Title: _____

Date: _____

Employer Name: _____

Signed: _____

Title: _____

Date: _____

Part A

Business Name: _____ Tax ID#: _____

○ Corporation ○ Partnership ○ Not-for-Profit

Authorized Representative: _____ Title: _____

Business Address: _____

Business City: _____ **NY** Zip: _____

Business Phone: _____

Industry: (Give NAICS code if known): _____

Part B

of Trained Employees:

Names of Trained Employees	Date of Hire	Title	Last 4 SSN
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Name of Contact for Grant & Training Plan Implementation: _____

Training Plan Description: _____

_____

Agree to supply detailed Training Plan or Program under separate file: ○ Yes

Agree to supply detailed payroll records for each trainee supporting approved training guidelines: ○ Yes

Agree to site visit, if requested: ○ Yes

Agree to supply 6-month follow-up retention & survey form: ○ Yes

Agree to keep all records pertaining to the grant for 7 years: ○ Yes

By signing this contract, the employer agrees to provide all necessary documentation for grant consideration, application and reimbursement. The employer also understands that the grant is a reimbursement grant for On-the-Job Training upon completion of the approved training and furthermore agrees to continue employment of the employee(s) with a 6-month retention survey supporting that employment.

Employer Signed: _____ Date: _____

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