



**MIDDLESEX COUNTY OFFICE OF WORKFORCE AND CAREER DEVELOPMENT
DEPARTMENT OF ECONOMIC DEVELOPMENT**

**MASTER AGREEMENT FOR PROGRAM YEAR
JULY 1, 2023 THRU JUNE 30, 2024**

**MASTER AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MIDDLESEX
AND**

(_____)

THIS AGREEMENT is made this 1st day of July, 2023, between the County of Middlesex, herein after referred to as the County, and _____ in the city/town of _____, **State of New Jersey**, approved by the State Employment & Training Commission (SETC), hereinafter referred to as the Subcontractor, for the provision of training and employment services as outlined in Articles One (1) through Ten (10) and all referenced attachments.

WHEREAS, the County is the Grant Recipient of Workforce Innovation and Opportunity Act (WIOA) of 2014 funding, Work First New Jersey (WFNJ), Workforce Development Program (WDP), Workforce Learning Link (WLL) and the Middlesex County Office of Workforce and Career Development (MCOWCD) is the Administrative Entity and fiscal agent for said funding; and

WHEREAS, it is required that training and employment services be provided to eligible customers; and

WHEREAS, the County is responsible for maintaining a mechanism to generate payment for services rendered to the approved Subcontractor for said services;

NOW THEREFORE, in consideration of the covenants and promises herein contained, it is mutually covenanted and agreed as follows:

The County shall pay to the Subcontractor, a sum up to, but not to exceed, the rate of the performance based benchmarks for qualified training and employment services to eligible customers as contained in this agreement, which when the documentation and voucher is submitted and executed, shall be processed in accordance with the County's Uniform Claims Procedure. The Subcontractor agrees, in exchange, to abide by the following provisions.

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DEFINITIONS

The Act: The Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 105-220, inclusive of all Training Employment Guidance Letters (TEGLs), Training & Employment Notice (TEN), rules and regulations issued pursuant to the Act.

Adult: Individuals ages 18 and older eligible to receive services.

Apprenticeship: Apprenticeship is an industry-driven, high-quality career pathway where employers can develop and prepare their future workforce, and individuals can obtain paid work experience, classroom instruction, and a portable, nationally-recognized credential.

Basic Literacy Skills Deficit: The level at which an individual computes or solves problems, reads, writes or speaks English at or below grade level 8.9 or is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job.

Benchmark: Standard, or a set of standards, used as a point of reference for evaluating performance or level of quality.

Career Pathways: A combination of rigorous and high quality education, training, and other services that aligns with the skill needs of industries in the state or regional economy involved. Also prepares an individual to be successful in a full range of secondary or postsecondary education options.

Competency Attainment: As indicated in Individual Training Sub-Agreement, this shall mean that a student shall have achieved a grade of "C" or better at the end of each course and for which payment is being requested.

Comprehensive Adult Student Assessment Systems (CASAS) – CASAS is the competency-based assessment system which provides testing of basic and academic skills for youth and adults, and curriculum tools to design instruction models. CASAS measures native and non-native English speakers' literacy skills through reading, math, listening, speaking, and writing to assess the proficiency of the basic skills needed to function effectively at work and in life.

Contract Cancellation: Cancels the Individual Training Sub-Agreement within the Orientation/Evaluation period (see page 6 for definition of Orientation/Evaluation period).

Costs: The financial measure of resources consumed in accomplishing a stated objective, such as the provision of training. To be reimbursable, the cost must be allowable, necessary, and reasonable for proper and efficient administration of a program. Except as noted in this Agreement, costs may not be a general expense required to carry out the overall responsibilities of the Subcontractor.

County: Refers to the County of Middlesex and the Office of Workforce and Career Development (MCOECD), authorized to act on behalf of the Workforce Innovation and Opportunity service delivery area for activities under the Act. It is also the Grant Recipient of Workforce Innovation & Opportunity Act (WIOA) of 2014, Work First New Jersey (WFNJ), Workforce Development Program (WDP), Workforce Learning Link (WLL) funds and/or other state/federal funds and used interchangeably with the term "Office."

COVID-19: *"In the event of any emergency, such as the recent Pandemic COVID-19, the protection of the health and well-being of our vendors, clients, students and workforce will be a primary concern. Information will be disseminated from the Middlesex County Office of Workforce and Career Development concerning training of current students as well as payment information. All vendors will be required to follow any directive as well as contact this office of any changes or closings due to an emergency."*

Any issues regarding COVID-19 will be reviewed on a case-by-case basis. Please bring your questions and concerns to this office.

Credential: A nationally recognized education or technical degree or certificate that is either approved by the State of NJ, its departments or appropriate agencies or a recognized skill standard, license or industry recognized skill certificate that is recognized by the NJ Dept. of Education or other regulatory authority and includes those occupational licenses authorized by the New Jersey Administrative Code or statute.

http://careerconnections.nj.gov/careerconnections/prepare/skills/credentials/industry_valued_credentials.shtml

Department of Labor: Refers to the New Jersey Department of Labor and Workforce Development (NJDOLE).

Disallowed Costs: Costs to this Agreement, which the County of Middlesex, State and federal government or their representatives, determine to be unallowable in accordance within the WIOA/WFJN/WDP/WLL programs, its regulations, rules, directives, procedures, policies and conditions as contained in the Master Agreement. Costs must be reasonable, allowable and allocable consistent with the provisions of County, State and Federal requirements. No funds under this contract may be used for purposes other than WIOA/WFJN/WDP/WLL related activities. Funds may not be used to supplement nor supplant services funded through other sources and cannot be used to duplicate services and staff being funded under other revenue streams. Uniform Guidance - Administrative Requirements, found at (2 CFR 200 and 2 CFR 2900).

E-Time: Form used to verify hours of attendance for a WFJN activity and the customer's need for support services.

Eligible Training Provider List (ETPL): ETPL is a comprehensive listing of all schools and organizations offering occupational education and job training programs that are eligible to receive publicly funded tuition assistance (WIOA/WFJN/WDP/WLL).

Enrollment: *Written* authorization by MCOWCD for an individual customer to start participation in an approved training program. Such authorization is extended after the MCOWCD has determined that the individual is certified and eligible to receive services.

Exam: A test for a nationally recognized credential or certification or a license issued by an approving entity demonstrating competency in a specific area of study/industry.

Exit: Occurs when a customer has not received program services for ninety (90) consecutive days from last date of service and is not scheduled for future service.

Financial Aid: Any grant or scholarship or loan offered with a training institution.

Follow-up Services: Tracking of customer's progress after training. Services may include, but are not limited to, leadership development and supportive services; regular contact with the customer, and/or employer; assistance in securing better paying employment, career development and further education; work-related peer support groups; adult and youth mentoring.

Free Application for Federal Student Aid (FAFSA): The FAFSA, or Free Application for Federal Student Aid, is a form that students fill out to apply for federal financial aid. In order to award eligible students with grants and federal student loans, the government assesses the information that is included on the FAFSA. All customers eligible to apply must apply for FAFSA and apply PELL grant monies before receiving a federal or state training grant.

Incumbent Worker: An individual that is currently employed and in need of additional training to obtain a higher paying position or retain employment.

Individual Referral/Open Entry: Referral of customers by an MCOWCD to Subcontractors (training providers) on an individual basis or an open enrollment process.

Individual Training Account (ITA)/Individual Training Sub-Agreement: A separate account established by the MCOWCD to pay for an eligible customer's occupational training program in accordance with WIOA and NJLWD. Eligible customers must be 18 years of age or older (eligible youth 16 to 24 years old).

Internship/Externship: A temporary short term position with emphasis on obtaining new skill sets which is not considered employment but can be paid or unpaid.

MCOWCD: Refers to the County of Middlesex and the Office of Workforce and Career Development (MCOWCD), authorized to act on behalf of the Workforce Innovation and Opportunity service delivery area for activities under the Act. It is also the Grant Recipient of Workforce Innovation & Opportunity Act (WIOA) of 2014, Work First New Jersey (WFJN), Workforce Development Program (WDP), Workforce Learning Link (WLL) funds and/or other state/federal funds and used interchangeably with the term "Office and/or County"

MINIMUM WAGE: The Governor of the State of New Jersey along with the state legislature approved an increase in New Jersey's minimum wage to \$15.00. The minimum wage is presently \$14.13 and is expected to increase to \$15.00 in 2024.

MIS / QUALITY ASSURANCE: Management Information System unit, which collects, manages, and reports enrollee, program operator and performance data.

Monitoring: The act of observing and checking the progress and/or quality of program and its services.

Needs-Related Payment (NRP)/Needs Based Payment (NBP): Financial assistance to customers for the purpose of enabling them to participate in training and a supportive service authorized by WIOA Section 134(d) (3) for adults and dislocated workers and 20 CFR 681.570 for out of school youth. Unlike other supportive services, in order to qualify for needs-based payments, a customer must be enrolled in training. Based on payment levels established by LWDBs and intended to provide cash assistance to customers. [20 CFR 680.930]

Occupational Training: Planned, systematic sequence of instruction or other learning experience for an individual or group under competent supervision, which is designed to impact vocational/occupational skills, knowledge, or abilities to prepare individuals for suitable and self-sufficient employment.

Out of school youth: An individual who is 16 - 24 years of age, a school drop-out or who has either graduated from high school or holds an HSE but *is* low income *and* basic skills deficient or is a Limited English Learner

Orientation/Evaluation period: or training programs more than 30 days in length: The first 10 consecutive calendar days, starting from a customer's approved enrollment start date, regardless of how often the class meets, wherein the Subcontractor and student determine suitability of student and program respectively.

There is **no** financial obligation on the part of the student or the MCOECD including but not limited to any costs, tuition, registration fees, or books during this period. Said financial obligation on the part of MCOECD shall only commence upon completion of the 11TH calendar day of enrollment, wherein the student is now considered a participant.

NOTE: If a training program is identified as having a completion day of *less than 30 days*, then the standard 10 consecutive days for evaluation/orientation and financial obligation will not apply. Instead, the orientation period, and consequently, the commencement of the *financial obligation will be based on the length of the program* as follows: a) Programs of 1-5 days – the first 2 consecutive calendar days of enrollment start date; b) 6-10 days – the first 3 consecutive calendar days of enrollment start date; c) 11-30 – the first 5 consecutive calendar days of enrollment start date.

For all Orientations – Student must attend for 90% of the orientation period in order for the contract to continue.

Participant: An individual who has been deemed eligible and approved for participation in training related activities as authorized by the MCOECD in *writing* to enroll into a training program. A Participant may also be referred to as a "Customer" within the context of this master agreement.

Customer: An individual who has been deemed eligible and approved for participation in training related activities as authorized by the MCOECD in *writing* to enroll into a training program. A Customer may also be referred to as a "Customer" within the context of this master agreement.

Performance Based Contract: Contracts wherein payments to service providers are made at established benchmarks following the attainment of significant competencies, segments of training, job placement, and/or other follow-up services.

Performance Measures / Indicators: Core performance measures established by the USDOL, NJDOL & MCOECD and Subcontractors will be measured on their success.

Pell Grant: Money the government provides for students who need it to pay for schooling. Grants, unlike loans, do not have to be repaid. Eligible customers receive a specified amount each year under this program.

Program Exit: The point in time wherein a customer does not receive any WIOA/WFNI/WDP/WLL or funded partner(s) service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the customer has existed for the purpose of performance indicators/measures.

Skill Gain: The level of achievement or performance that a customer is expected to attain through classroom training. Skills must have a satisfactory measurable level of achievement or grade of "C" or better per course.

State Employment & Training Commission (SETC): The SETC was created by P.L. 1989, Chapter 243. It is incorporated into state statute under [NJSA 34:15](#) [pdf 166kb]. The SETC partners with business, employees and job seekers, organized labor,

and state and county agencies to set policy, develop plans and evaluate the performance of the workforce system to improve the workforce for the economic viability of New Jersey.

Stipend (youth): Non-taxable payment to eligible out of school youth (ages 16 to 24) who are enrolled and attending an occupational training program.

Subcontractor: The entity that receives WIOA/WFNJ/WDP/WLL funds from the County and is responsible under the terms and conditions of this Agreement, for all programs/activities contracted pertaining to these funds. A Subcontractor is also known as training vendor or service provider within the context of this Master Agreement.

Suspension: Is an action by the MCOECD which temporarily stops financial assistance or services under the Master Agreement until a specific matter is resolved or the contract is terminated.

Termination: The termination of a contract means the cancellation of financial assistance obligation by the MCOECD, in whole or in part, at any time prior to the date of completion pursuant to the provisions of this Master Agreement.

Third Party Contractor: The entity that a Subcontractor may subcontract its responsibilities, in whole or in part, under this contract with *prior* written MCOECD approval.

Training: see Occupational Training.

Unsubsidized Employment: Full or part time employment (at least 25 hours per week) not financed from funds provided under the Act, or other government based and funded projects which meet the contractual minimum wage of the MCOECD Individual Training Sub-Agreement.

Work Experience: Planned structured work-related learning experiences, including internships/externships, On-the-Job training or apprenticeships which take place in a workplace for a limited period of time. These may be paid or unpaid.

Workforce Learning Link (WLL): Provides adult learners with instruction in reading, writing, math, communication, job search, and employability skills at American Job Centers of Middlesex County. Using digital technology, streaming video, computer software, the internet, and print materials, the Workforce Learning Link (WLL) offers interactive training services that allow customers to address individual employment-related issues at their own pace.

Work First New Jersey (WFNJ): A welfare reform program that requires non-exempt persons receiving public assistance, including Temporary Assistance to Needy Families (TANF), Food Stamps/Supplemental Nutrition Assistance Program (SNAP) and/or General Assistance (GA), to participate in programs/activities which help to secure employment, and thus reduce and/or eliminate the need for public assistance.

Work Readiness: Skills also known as “soft skills,” employability skills or job readiness skills, but which have many common elements. They are the basic skills an individual possesses to be successful in finding and maintaining employment.

Workforce Development Area: A designated service delivery area approved by the Governor as per the Workforce Innovation and Opportunity Act (WIOA) of 2014. Middlesex County is a designated workforce development geographic service delivery area.

Workforce Development Program (WDP): A funding stream received from NJDOL to fund training services for dislocated workers only.

Workforce Development Board (WDB): As required under WIOA and the Governor's Executive Order No. 36, a board composed of local partnerships of private and public sector individuals that will provide coordination of planning, policy guidelines and oversight over the workforce system and all workforce readiness programs in a designated area.

Workforce Innovation and Opportunities Act (WIOA) of 2014: The congressional Act that was passed and funded to provide an array of career pathways opportunities, counseling/guidance, training, supportive services and employment opportunities to an identified population deemed eligible for said service under the Act. See Workforce Innovation and Opportunity Act of 2014, Public Law 105-220, 20 U.S.C.9201., aka “The Act.”

Youth/Young Adult: An out of school individual that is between the ages of 16-24.

1. ARTICLE 1 - GENERAL TERMS AND CONDITIONS

- 1.1 EFFECTIVE DATE** This Agreement is for Program Year 2023. Unless otherwise terminated or extended in writing, the duration of this Agreement is a one (1) year term commencing July 1, 2023 and terminating June 30, 2024.
- I. Should a new contract for services not be executed by July 1, 2024, parties agree that this contract shall be automatically extended for an additional 60-day period only, unless otherwise agreed to in writing for a longer period of time.
- 1.2 ENTIRE AGREEMENT** This Agreement, with its attachments and any state approved ETPL training description or final accepted program and written amendments thereto, constitutes the entire contract between the parties herein and shall include all of the provisions contained and incorporated in this contract, inclusive of those provisions/guidelines agreed to or promulgated by the
- I. United State Department of Labor (USDOL),
 - II. State Employment & Training Commission (SETC),
 - III. New Jersey Department of Labor & Workforce Development (NJDOL),
 - IV. Work First New Jersey (WFNJ),
 - V. New Jersey Department of Education (NJDOE) and incorporated by reference herein, including the provisions contained in the NJDOL eligible training provider application.
- 1.3 ASSURANCES, CERTIFICATIONS, GENERAL & ADMINISTRATIVE REGULATORY** In performing its responsibilities under this agreement the Subcontractor hereby certifies and assures that it will fully comply with the provisions outlined in the in "Standard Assurances and Certifications" of this Agreement, including:
- I. **Assurance – Non Construction Programs**
 - II. **Debarment and Suspension Certification Act**
 - III. **Certification Regarding Lobbying**
 - IV. **Drug Free Workplace Certification**
 - V. **Non-Discrimination and Equal Opportunity Assurances**
 - VI. **Federal Uniform Administrative Requirements**
- 1.4 GOVERNANCE / CONSTRUCTION** This Agreement shall be construed in accordance with New Jersey State Law, unless superseded by Federal law. The Agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1, et. seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:11-1, et. seq. and the availability of appropriations.
- I. If any provision of this Agreement shall conflict with any Federal or State law(s) or regulation(s), or shall have the effect of causing the County to be ineligible for Federal financial participation for payment of services, the specific provision shall be considered amended or nullified to conform to such law(s).
All other Contract provisions shall remain unchanged and in full force and effect unless continuation of the Agreement is not financially or otherwise feasible, or in the best interest of the County.
 - II. If a conflict should exist between the Subcontractor and this Agreement inclusive of Sub-Agreement / Individual Training Sub-Agreement and any amendments, this Agreement with Individual Training Sub-Agreement shall be the controlling document with the SETC/NJDOL approved training program description as identified on the Sub-Agreement/Individual Training Sub-Agreement (and amendments) and incorporated by reference therein.
- 1.5 WAIVERS & SUBROGATION** Should the MCOECD not enforce any provision of this Agreement, or if fails to exercise any right, power or privilege, this shall not be construed as a waiver and the MCOECD shall have the continuing right to enforce said provision at any time thereafter.
- I. If any provision of this contract is stricken by a court of law or found to be in violation of any law, the Agreement shall continue to be enforceable except for the voided provision.
- 1.6 AMENDMENTS & MODIFICATIONS** No representation, modification or amendment hereto, whether oral or written, shall be effective for programmatic or financial matters unless mutually agreed upon in writing and duly executed by both parties.

- I. All executed modifications/amendments will be appended to and become part of this contract.
- II. The County may unilaterally modify this Agreement at will in order to accommodate any change(s), amendments, modifications deemed in its best interest or due to any interpretation or changes of the WIOA/WFNJ/WDP/WLL or any applicable, federal, state or County laws, statutes, regulations, rules, directives, policies or procedures and amendments thereto.
- III. The Workforce Development Board and the Middlesex County Office of Workforce and Career Development reserve the right to make changes to policies and procedures of this contract based on clarifications or modifications in the rules, regulations, legislation or guidance provided by the County, State or Federal Government regarding implementation of the Workforce Innovation and Opportunity Act of 2014.
- IV. The Subcontractor agrees that any such changes deemed necessary by the Commissioner of NJDOL or County shall be immediately incorporated into this contract.

1.7 ASSIGNMENT & SUBCONTRACTING Subcontractor agrees that all provisions of this agreement, whether stated specifically or not, shall also be applicable to any of its approved third party subcontractors rendering program/services/training pursuant to the terms of this Agreement:

- I. Subcontractor shall not assign nor subcontract its obligations and responsibilities to a third party, nor assign, amend or modify this Agreement without the **prior written** consent of the MCOWCD. Such consent, if granted, shall not relieve the Subcontractor/third party contractor of its obligations and responsibilities under the Agreement. The Subcontractor shall bear full responsibility, without recourse to the Federal, State or County government for their performance.
- II. All approved assignments and third party contracts shall become part of this Agreement and incorporate the entire provisions of this Agreement. The Subcontractor shall forward copies of all assignment and third party contract documents to the MCOWCD and shall retain copies of them on file together with this Agreement.
- III. Employees of the Subcontractor or other approved third party Subcontractor are not to be considered employees of the County or State of NJ or federal government.

1.8 CONTRACTUAL COMPLIANCE - Subcontractor agrees to fully comply with all applicable County, State, and Federal laws, statutes, policies, procedures, directives, rules, and regulations, generally applicable to the activities in which the Subcontractor is to be engaged in performance of this Agreement including the:

- I. Workforce Innovation and Opportunity Act (WIOA) of 2014, Work First New Jersey (WFNJ), Workforce Development Program (WDP), Workforce Learning Link (WLL) and all related program codes, statutes, laws, rules, regulations, policies, guidance, directives, procedures and amendments thereof.
- II. Federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- III. Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1. 5.16 and the laws, rules, directives, procedures and regulations dealing with discriminatory acts and practices for the Customer Grievance and Hearing Procedures
- IV. National Labor Relations Act, 29 U.S.C.A. 152 (2) and State law NJSA 34:13A-1 et. Seq., and any amendments therein, as the Subcontractor is an independent, private employer with all the rights and obligations of such, and is not a political Subdivision of the County or State or Federal government
- V. Failure to comply with the laws, rules and regulations shall be grounds for termination of this Agreement.

1.9 STANDARD OF CONDUCT Subcontractor hereby assures that, in administering any services contracted as a result of this Agreement, it and its third party contractor(s), have established a written code of conduct for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration, both programmatically and fiscally.

- I. The code of conduct shall be maintained, enforced, documented and made available for review to the MCOWCD staff and will comply with the standards of conduct, and those hereinafter specified,
- II. The code of conduct shall provide specific requirements and processes to ensure that anyone, including staff and board members, shall not be in conflict and indicate the steps the Subcontractor will take to avoid the potential of conflict.
- III. The Subcontractor must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this Agreement are not in conflict.

1.10 CONFLICTS OF INTEREST Subcontractor assures that every reasonable course of action will be taken to avoid actual or potential conflicts of interest and to avoid any favoritism or questionable or improper conduct.

The Subcontractor assures that the Agreement will be administered in an impartial manner, free from personal, financial or political gain.

I. ORGANIZATIONAL CONFLICTS – The Subcontractor shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities.

A. The Subcontractor assures that it has established safeguards to prohibit its Board members, officers, executive staff and employees, in administering this Agreement, from using their positions for a purpose that constitutes or gives rise to a suggestion that any decision was influenced by prejudice, bias, special interest, financial or personal gain or in conflict with any of the provisions contained in this Agreement.

II. ECONOMIC CONFLICTS – Any gratuities in the form of entertainment, gifts or otherwise offered by the Subcontractor, its agent or representative to any officer or employee of MCWDB or MCOWCD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of MCWDB, and may justify further action under applicable state laws.

A. An executive, officer, agent, representative, or employee of the Subcontractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Subcontractor.

B. No person employed by the State or the County has been or will be paid any fee, commission, or compensation, including vendor parties of any kind, or granted any gratuity by the Subcontractor or any representative hereof in order to influence the awarding or administration of this Agreement.

III. PERSONAL CONFLICTS No relative by blood, adoption or marriage, close friend or associate, of the Subcontractor, its Board members, executive staff or employees, shall receive training under this Agreement Further, Subcontractor shall agree to comply with *Prohibition on Nepotism under WIOA regulations*.

A. Executives and employees of the Subcontractor, in administering the Agreement, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates, whether real or the appearance of said impropriety.

B. When it is in the public interest for the Subcontractor to conduct business with a friend or associate of an executive or employee of the Subcontractor, a prior approval shall be obtained and a permanent record of the transaction will be retained.

IV. ETHICAL CONFLICTS Subcontractor shall ensure that any activity funded in whole or part of the Agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects: Patronage, Political Activities, Hatch Act, Sectarian Activities, Maintenance of Effort/Supplanting, Open Public Meeting Act.

1.11 DISPUTE RESOLUTION Subcontractor agrees to attempt to resolve disputes arising from this Agreement by County administrative process and negotiation in lieu of litigation, The Subcontractor shall proceed diligently with the performance under the Agreement, pending final decision of a dispute hereunder.

I. The dispute resolution mechanism described in this section is not exclusive, nor should it be construed to be a waiver of any legal rights. The County and the Subcontractor preserve all rights in law and equity to pursue any claims that may arise. The Subcontractor shall be afforded an opportunity to be heard and to offer evidence in support of its position.

II. Any dispute arising under this grant or Agreement, which is not settled by informal means, shall be decided by the County, or if appropriate, the NJ Department of Labor and Workforce Development, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subcontractor.

III. If any one or more provisions of the Agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if such unlawful provisions had not been contained herein.

1.12 GRIEVANCES In the event that a grievance, lawsuit or other claim filed against the Subcontractor by a customer, third party Subcontractor or other person, the Subcontractor agrees to indemnify, defend, protect and hold the County harmless from any such claims, grievances, lawsuits, or damages

- I. If the grievance results in an obligation to pay back wages or other financial consideration, the Subcontractor is solely responsible for such payments and agrees to reimburse the County for any repayments, costs of defense, and reasonable attorney's fees associated with any defense.

1.13 LIABILITY - The Subcontractor assumes liability for its actions and the actions of its Board officials, employees, volunteers, third party contractor(s), volunteers, agents or anyone working for or on behalf of the Subcontractor under this Agreement.

- I. The County assumes no liability with respect to bodily injury, illness, property damage, or any other damage or loss, or with respect to any claims arising out of any activity under the training program or training Subcontractor or subsequent contract, whether concerning persons or property of the Subcontractor, or other third party Subcontractor organization.
- II. If the Federal Government, the State of New Jersey, or the County of Middlesex demands repayment of funds from the Subcontractor as a result of Subcontractor or third party contractor violation of any legislative act contained herein, or any rules, policies, procedures, directives and regulations or Agreement provisions, the Subcontractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- III. The Subcontractor shall not be held liable for violations incurred as a direct result of following the MCOWCD's written instructions.

1.14 HOLD HARMLESS / INDEMNIFICATION Subcontractor, upon execution of the Agreement, shall defend, protect, indemnify and otherwise hold harmless the MCOWCD, MCWDB, the County of Middlesex, its Board, officers, agents, employees, officials, bureau, and volunteers for and from any and all damages, claims, suits or actions at law, whether for personal injury, property damage, or liabilities, cost, including attorney's fees and the cost of defense, to which they may be put for reason of:

- I. Any actions, errors or omissions, whether negligent or not *and*
- II. Any failure of the Subcontractor, or its third party subcontractor, to perform its obligations under this contract or any improper performance therein or
- III. Injury and/or damage to persons or property which may result from any or all, actual or alleged, negligence, carelessness, errors, actions or omissions of the Subcontractor or its board members, officers, employees, officials, volunteers, servants, material supplier or third party contractors and/or agents, or others working for or on behalf of Subcontractor or third party contractor in undertaking the obligations of this Agreement.
- IV. The Subcontractor's actual or alleged failure to pay its workers, suppliers or third party subcontracts for labor or materials provided to a Workforce Development Area/County/MCOWCD

1.15 RECORDKEEPING - Subcontractor must comply with laws, regulations and policies regarding the New Jersey Public Records Law. In accordance with the **New Jersey Public Records Act**, Subcontractor agrees that all records pertinent to this Agreement, as well as those of third party contractors, including financial, statistical, property and customer, and supporting documentation, shall be retained for a period of seven (7) years from the date of final expenditure or final program report, whichever is the latest.

- I. Records shall be available to the County, State and Federal government or public upon request except in cases wherein the records would not constitute a public record or would constitute a clearly unwarranted invasion of personal privacy, trade secrets or commercial or financial information that is obtained from a person, is privileged or confidential
- II. Records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated records/data may be cause for further action.
- III. Records shall be kept safe from fire, theft, and water damage and shall be properly identified.
- IV. If the Subcontractor/third party contractor is unable to retain the necessary customers and financial records, or if the Agreement is terminated for whatever reason, the Subcontractor shall arrange to *transfer* such records to the MCOWCD as the grantor.
 - A. Such records shall be transmitted to the grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage. The Subcontractor agrees to insure that third party contractors, as approved, will also retain or transfer records in accordance with these requirements.

- V. If any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records, the records will be retained until the litigation, audit or claim has been finally resolved

2. ARTICLE 2 - ASSURANCES, CERTIFICATIONS, & REGULATORY PROVISIONS

- 2.1** The Subcontractor shall comply with Title II of the American Disabilities Act (ADA) and upon request, shall provide a written plan to the County, which describes the method in which County funded programs, activities, or services will be provided to a disabled individual, as defined in the Act. The Subcontractor further ensures that it will not discriminate against any disabled person in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored social activities.
- 2.2** The Subcontractor agrees that participation in programs and activities provided for in WIOA shall be open to citizens and nationals of the United States, lawfully admitted refugees and parolees, and permanent resident aliens, and other individuals authorized by the Attorney General to work in the United States.
- 2.3** The Subcontractor agrees that no customer will receive services or training or be employed in any occupation declared to be hazardous to such person by the Secretary of Labor or any appropriate State regulation or agency. The Subcontractor will ascertain and assure that safe and healthful working conditions exist at all work and classroom sites pursuant to the NJ Health and Public Safety regulations.
- 2.4** The Subcontractor agrees to provide the said services without regard to gender, race, color, religion, creed, ancestry, sexual orientation, age, disability, nationality, marital status, familial status, liability for service in the Armed Forces, or national origin of the applicant or recipient of services.
- 2.5** Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- 2.6** Subcontractor shall comply with all applicable County, State and Federal Laws, policies, procedures, rules, statutes, regulations, directives including the Workforce Innovation and Opportunity Act of 2014 of and all related rules, regulations, policies, procedures, directives and amendments therein.
- 2.7** As a condition to the award of financial assistance from the County and NJ Department of Labor and Workforce Development under Title I of WIOA, the Subcontractor assures that it will comply fully with the non- discrimination and equal opportunity provisions of the following laws:
- 2.8** Subcontractor agrees to provide employment and training opportunities to those who can benefit from, and who are in most in need of, such opportunities in accordance with New Jersey Administrative Code 17:27.
- I. 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 citizen/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
 - II. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d. et seq (P.L. 88-352) which prohibits discrimination on the basis of race, color and national origin;
 - III. Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - IV. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
 - V. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - VI. Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
 - VII. The Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
 - VIII. Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provided "reasonable accommodation" to persons with disabilities;

- IX. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - X. Sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drugs abuse patient records.
- 2.9** The Subcontractor also assures that it will comply with 29 CFR, Part 37, and all other federal laws, executive orders, statutes, rules, regulations and policies governing the WIOA program and the implementation of the laws listed herein. This assurance applies to the Subcontractor's operation of the Title I-financially assisted program or activity, and to all agreements and third party contractors the Subcontractor makes to carry out the WIOA Title I-financially assisted program or activity. The Subcontractor understands that the United States has the right to seek judicial enforcement of this assurance.
- 2.10** The following are required additional contract provisions from 29 CFR 97.36(i) of the Federal Uniform Administrative Requirements for State and Local Governments as well as other applicable requirement.
- I. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Office of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).
 - II. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented in Department of Labor regulations. (All contracts and sub grants for construction or repair)
 - III. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations.
 - IV. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by Department of Labor regulations. The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
 - V. Compliance with all applicable environmental standards, orders, or requirements which may be prescribed pursuant to the following: i) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P.L. 91-190) and Executive Order (EO) 11514; ii) notification of violating facilities pursuant to EO 11738; conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523; and protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
 - VI. Subcontractor is obligated to follow and comply with the federal Employment and Training Administration requirement on Salary limitations as outline in the Training and Employment Guidance Letter No. 05-06, dated August 15, 2006, and any subsequent amends therein, including Public Law 109-234.
 - VII. Subcontractor will ensure compliance with NJ Executive Order 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Sub recipients. Contractors, Subcontractors, and recipients and sub recipients are encourage to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.
 - VIII. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful Subcontractor.
- 2.11** The Subcontractor, by submitting a statement of work, attests to the fact that neither the company, or any sub-contractor(s) are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and Subcontractors).
- 2.12** The Subcontractor, in conducting all activities under the approved Agreement, further assures and agrees that it will fully comply with all above requirements and the following, including any amendments or additional requirements which may be promulgated during the inclusive period of July 1, 2023 through June 30, 2024. The Subcontractor agrees that any such changes deemed necessary by the Commissioner of NJDOL or County shall be immediately incorporated into this contract:

- USDOL, Employment and Training Administration, guidance, policy directives, procedures, rules and regulations regarding Workforce Innovation and Opportunity Act of 2014, PRWORA
- NJ State regulations, rules, statutes, policies, procedures and directives pertaining to WIOA, WDP, WFNJ/TANF/GA/SNAP.
- The Workforce Innovation and Opportunity Act of 2014, inclusive of all interim guidance letters, notices, directives, policies, procedures, rules and interim/final regulations issued pursuant to the Act.
- Fair Labor Standards Act of 1938 (29 U.S.C. 203 m,) as amended by the Minimum Wage Increase Act of 1996
- United States Department of Labor (USDOL) rules and/or regulations or amendments thereto that may be promulgated as it relates to PRWORA
- WIOA Non Discrimination Section 188 - Nondiscrimination and Equal Opportunity Assurances
- Prohibition on Nepotism, WIOA regulation sec. 667.200(g)
- Wagner Peyser Act, Chapter 41 of Title 38 as amended
- Allowable Costs Provisions under the WIOA and PRWORA/WORKFIRST NJ/TANF/SNAP/GA, WDP
- Americans with Disabilities Act (P.L. 101-336)
- New Jersey Department of Labor and Workforce Development (NJDOLE) rules, regulations, statutes, policies, procedures and directives including those on WIOA, WDP, PRWORA and WORKFIRST ACT NJ, NJ Dept. of Human Services/Division of Family Development, (TANF, GA, SNAP) rules, regulations, statutes, policies, procedures and directives pertaining therein Compensation Act
- SF 424B - Assurances for Non-Construction Programs
- Debarment and Suspension, regulation (34 CFR Part 85, Section 85.105 and 85.110)
- New Jersey Treasury Circular 98-07
- OMB Uniform Guidance, Code of Federal Regulations (CFR 2 Part 200 et al and 2 CFR 2900) Uniform Requirements, cost principles and audit requirements for Federal Awards which includes new requirements and consolidation of Office of Budget & Management circulars, Circular A-133 and any amendments/supplements; OMB Circular A-21, as amended (if an educational institution); Office of Budget & Management Circular A-87 Cost Principles, as amended (Local & State Government & Non-Profits); Office of Budget & Management Circular 110, as amended; Office of Budget and Management Circular A-122, as amended; OMB Circular A-21 (Non-Profit Organizations)
- The WorkFirst New Jersey Act of 1997 & all rules, policies, procedures, directives, regulations, and statutes and amendments issued therein
- The Federal Personal Responsibility and Work Opportunities Act of 1996 (PL 104-193) including the FINAL rules and regulations for Temporary Assistance for Needy Families (TANF), in 45 CFR Part 92 or subsequent amended section therein, including United States Department of Human Services (DHS) rules and regulations, policies, procedures, directives that may be promulgated as it relates to TANF
- The Single Audit Act, 29 CFR Part 96 and OMB Circular A-133, and any amendments therein "Right to Know Law" as amended NJSA 47-1A-1 et. seq.
- Non-discrimination and Equal Opportunity Assurances and Regulations, 29 CFR Part 31, 32 & 37
- Certifications Regarding Lobbying and Regulations, Title 31 USC – Sect. 1352, 34 CFR, Part 82, Sections 82.105 and 82.110
- Drug Free Workplace Act of 1988 (34 CFR, Part 85, Subpart F, Sections 85-605 and 85-610)
- Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et. seq. (P.L. 92-255) as amended
- Public Health Service Act, Sections 523 and 527 (42 U.S.C. 290 dd-2), as amended
- Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.) as amended
- NJ Tort Claims Act, NJSA 59:1-1 et. seq.
- Fair Labor Standards Act of 1938 (29 USC 203 (m), as amended by the Minimum Wage Act of 1996, and amendments therein Federal Equal Opportunities Act, including Executive Order #11375, as supplemented in 41 CFR Part 60, The Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented by 29 CFR Part 3, Sections 103 & 107 of the Contract Work Hours and Safety Standards Act
- The Clean Air Act of 1970 and the Federal Water Pollution Control Act
- The Architectural Barriers Act of 1968
- Federal/New Jersey Conflict of Interest Act (and directives)
- The Social Security Act (47 USC 301 et. seq.
- The Work Opportunities Tax Credit Program
- New Jersey Health & Safety Standards

- New Jersey Public Contracts Laws, NJSA 40A:11-1 et. seq., as amended (if applicable)
- Conscientious Employee Protection Act, NJSA 34:19-1, et. seq.
- Local Government Ethics, NJSA 40A:9-22.1
- New Jersey Treasury Circular 98-07
- New Jersey Workers' Compensation Act
- Pay-to-Play Act (NJSA 19:44A-1 et. seq., and P.L.2005, c. 271
- Rehabilitation Act of 1973, Sections 503 & 504, as amended
- Non-traditional Employment for Women Act of 1991
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000 d, et. seq. (P.L. 88-352)
- Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107)
- The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) limiting employee's political activities using federal funds.
- Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements; Cost, Principles and Audit Requirements for Federal Awards (Uniform Guidance)
- NJ circular 15-08 OMB

2.13 Training, On-the-Job-Training, and Work Experience Conditions

- I. **Wage Requirements** Individuals in on-the-job training (or individuals employed in activities under Title I of WIOA) must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer who have similar training, experience and skills. Such rates must be in accordance with applicable law but not less than the higher of the Federal minimum wage or the applicable State or local minimum wage law.
- II. **Safeguards for Non-Displacement of Other Employees** A customer in a program or activity authorized under Title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

A program or activity authorized under Title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.

A customer in a program or activity under Title I of WIOA may not be employed in or assigned to a job if:

- A. Any other individual is on layoff from the same or any substantially equivalent job
 - B. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA customer; or
 - C. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
 - D. Regular employees and program customers alleging displacement may file a complaint under the applicable grievance procedures.
- III. **Benefits and Working Conditions** Individuals in on-the-job training or individuals employed in programs and activities under Title I of WIOA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
 - IV. **Training & Work in Sectarian Activities and Facilities** WIOA Title I financial assistance may not be spent on the employment or training of customers in sectarian activities. Customers must not be employed under Title I of WIOA to carry out the construction, operation or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship. However, WIOA funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA customers. WIOA Regulation 667.266, Sec. 188(a) (3) and EEO regulations at 29 CFR 37.6(f).
 - V. **Health and Safety Standards, Workers Compensation** Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of customers engaged in programs and activities under Title I of WIOA.

- A. To the extent that a State workers' compensation law applies, workers' compensation must be provided to customers in programs and activities under Title I of WIOA on the same basis as the compensation is provided to other individuals in the State in similar employment
- B. If a State workers' compensation law applies to a customer in work experience, workers' compensation benefits must be available with respect to injuries suffered by the customer in such work experience. If a State Workers compensation law does not apply to a customer in work experience, insurance coverage must be secured for injuries suffered by the customer in the course of such work experience.

3. ARTICLE 3 - FUNDING

3.1 FUNDING CYCLE This Agreement shall cover the 2023 Program Year funding cycle of July 1, 2023 to June 30, 2024 unless otherwise terminated or extended in writing.

The obligations of the County are for the contract period of July 1, 2023 to June 30, 2024.

3.2 AVAILABILITY OF FUNDS Subcontractor shall recognize and agree that both the initial provision of funding and the continuation of funding, is subject to the appropriation and availability of sufficient federal or state funds.

Future funding shall not be anticipated beyond the duration of the award period set forth in Article 3.1, and in no event shall the agreement be construed as a commitment by MCOECD to expend funds beyond the termination date set forth in Article 1.1.

3.3 FUNDING REDUCTIONS / TERMINATION Subcontractor agrees that major changes to this contract, both in terms of funding levels and program content, including termination of funding by the State of NJ or Federal Government, may be required prior to its implementation or during the term of its operations due to new or revised legislation, regulations, or level of funding.

- I. The Subcontractor agrees that any such changes deemed necessary by the MCOECD shall be immediately incorporated into this grant, including termination of said Agreement.
- II. Future payments under this Agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by the County, State or Federal government at any time.

3.4 FUNDING PROVISIONS WIOA funds and resources obligated under this Agreement are only for the benefit of programs approved under this Agreement and shall be used for the sole intent of the contracted program/training services and its customers.

- I. Subcontractor and its third party subcontractor shall be responsible for Federal and State funds received through the contract. Funds must be expended in a manner consistent with the applicable legislation and all pertinent rules, policies, directives and regulations, as promulgated, and amended from time to time.
- II. Subcontractor shall ensure that any activity funded in whole or part of the Agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects: Patronage, Political Activities, Hatch Act, Sectarian Activities, Maintenance of Effort/Supplanting, Open Public Meeting Act
- III. Subcontractors that are government or nonprofit organizations must comply with federal cost principles as established in the OMB Uniform Guidance, Code of Federal Regulations (CFR 2 Part 200 et al and 2 CFR 2900) Uniform Requirements, cost principles and audit requirements for Federal awards, inclusive of OMB Circulars A-87, A-21 or A-122 (as applicable).
 - A. These circulars establish government wide cost principles, including the requirement that salaries and wages charged to this contract be supported by personnel activity reports.

3.5 ALLOWABLE COSTS Subcontractor shall only be entitled to reimbursement for actual expenses incurred or obligated during the contract period, or during an approved extension agreed upon by the Subcontractor and MCOECD, and only in an amount specified and approved in the Agreement.

- I. **FUNDING RESTRICTIONS** Furthermore, these fund and resources shall not be used.
 - A. For any purposes other than training and employment related activities.
 - B. To benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs.
 - C. To duplicate services and staff being funded under other efforts.

- D. To support any religious or anti-religious activity.
 - E. The Subcontractor is not permitted to purchase any real property with contract funds received from the County under this agreement. Any equipment or furniture to be purchased with contract funds must be pre-approved in writing, tagged, inventoried, and if deemed applicable, returned to the County upon termination of contract.
- II. DISALLOWED COSTS** – Any funds used in any such manner outside the purposes set forth in this Agreement will be deemed a disallowed cost.
- Any discrepancy that leads to a disallowed cost under this Agreement will become a liability to the Subcontractor and be subject to reimbursement.
- III. REPAYMENT OF FUNDS** The Subcontractor is liable for the return of any payment received from the MCOWCD that the Federal Government, the State of New Jersey, or the County has determined to be an over-payment, disallowed cost/payment, or unauthorized, improper or illegal due to misfeasance or malfeasance by either the Subcontractor or its third party contractors.
- A. If the Federal Government, the State of New Jersey, or the County demands repayment of the funds, the Subcontractor agrees to repay the MCOWCD the amount of funds directly related to the violations, including the cost of recovery.
 - B. MCOWCD, in recovering such payments on its behalf, or that of the State or Federal government, may withhold from future payments, amounts sufficient to recover such over-payment, disallowed, unauthorized, improper or illegal payments.
 - C. If there are insufficient funds from which to recover, and if Subcontractor or third party contractor refuses to return any funds improperly received, the MCOWCD shall move to institute any legal proceeding, and/or seek all remedies allowed under this contract and/or by law.

4. ARTICLE 4 - MIDDLESEX COUNTY ELIGIBLE TRAINING PROVIDERS

4.1 GENERAL PROVISIONS The 3(MCWDB) has determined that before any services are provided or funds exchanges, a Master Agreement must exist between MCWDB/MCOWCD and the Middlesex County Eligible Training Provider (ETP) - an organization, entity, or institution who has been approved by the State of NJ for inclusion on the NJ ETPL to provide training services and whose Master Agreement Application has been submitted and approved by the Middlesex County Office of Workforce and Career Development (MCOWCD).

- I. ELIGIBILITY** All interested training providers seeking to provide occupational training to Middlesex County's WIOA Title 1 customers must satisfy specific eligibility criteria established by the State.
- II. REFERRALS** The selection of an appropriate provider is a mutual decision made by the prospective student and the MCOWCD Career Consultant. Inclusion of a training provider on Middlesex County's List of Eligible Training Providers is not an entitlement for a prospective vendor that MCOWCD or MCWDB, will make any training referrals to the training provider.
- III. PERFORMANCE MEASURES** Providers are expected to meet the performance levels established by the state and MCWDB. Verifiable program specific performance information must be provided upon request.
MCOWCD may compare program-level performance outcomes, covering the preceding program year, against established minimum standards, in determining continued eligibility.
- IV. GOOD STANDING** Subcontractor must have been in business for at least six months prior to initial application, be in good standing with the laws of this state as related to its operation as a training or educational institution, and must be in good standing with the Better Business Bureau with no outstanding complaints.
- V. DEBARMENT** Subcontractor must not be debarred, found in fault in criminal, civil, or administrative proceeding related to performance as a training or educational institution. Any pending criminal, civil or administrative proceeding as either a defendant or a respondent must be immediately disclosed. (sign Debarment Statement, Attachment A).
- VI. CONFLICTS OF INTEREST** Subcontractor must disclose any and all conflicts of interest with state, or local LWDB staff or Board Members, including, but not limited to family ties, (spouse, child, parent), fiduciary roles, employment, or ownership interests in common.

4.2 MCOWCD REQUIRED DOCUMENTATION MCOWCD reserves the right to request additional information to verify

provider eligibility to be listed on Middlesex County's list of Eligible Training Providers.

I. INSURANCE REQUIREMENTS

- A. **GENERAL LIABILITY** Subcontractor(s) agrees to obtain and maintain for the duration of this agreement a comprehensive general liability insurance policy with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Coverage shall be comprehensive form general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage and liability.

A valid certificate of said coverage for Liability, dated within 30 days of application submission, shall be forwarded to the MCOECD with the application. MCOECD shall be added as an additional insured and said policy shall also have a 30-day policy provision of notice to the County in the event of policy cancellation.

- B. **PROFESSIONAL LIABILITY** Subcontractor must have a Professional Liability Policy applicable to its employees and a Fidelity bond applicable to officers (errors and omission) who have access to, and responsibilities for, fund control and disbursements.

A copy of each policy shall be forwarded to the MCOECD within ten business (10) days of the Master Agreement execution. Failure to do so may result in contract termination.

- C. **MOTOR VEHICLE INSURANCE** Subcontractor ensure that it and any approved third party Subcontractor will comply with applicable County, State, or Federal statutes and WIOA regulations regarding Motor Vehicle Insurance, for all Subcontractor's owned, leased or contracted vehicles, and staff owned vehicles used on the job which customers or staff paid under the terms of this Agreement, drive or are driven.

- D. **WORKER'S COMPENSATION** In accordance with NJ State law and 20 CFR 629.22 and 629.33 or any amendments thereafter, Subcontractor, and its third party subcontractors, must provide Worker's Compensation to cover the medical treatment of any enrolled or registered customer injured at any work or classroom activity or training site.

The Subcontractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes, County requirements and WIOA, WFNJ, WDP policies, procedures, directives and regulations.

A valid certificate of said coverage for Liability, dated within 30 days of application submission, shall be forwarded to the MCOECD with the application.

- E. **ADDITIONAL INSURANCE PROVISIONS** In case of default by a Subcontractor, the County and/or MCOECD may procure the articles or services from other providers or sources and hold the Subcontractor responsible for any excess costs occasioned thereby, in addition to any other damages suffered by the County and/or MCOECD.

Failure to provide a certificate of coverage shall be grounds to nullify and void the contract.

II. BONDING REQUIREMENTS

- A. **TUITION BOND** Subcontractor must obtain and maintain a Tuition bond ensuring full performance of this Agreement and any or all approved ITA. The minimum is \$10,000 unless otherwise notified by the MCOECD and must list the Middlesex County Office of Workforce and Career Development as obligee.

This bond is separate and in addition to the one required by the State of New Jersey

- B. **SURETY BOND** Subcontractor must obtain and maintain a surety bond applicable to its officers and its employees with access to, and responsibility for, receipt, control and disbursements of funds ensuring full faith performance of this contract to provide protection against loss

- C. **ADDITIONAL BONDING PROVISIONS** Each bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey.

The Original bonds shall be forwarded to the County within 7 days of the Master Agreement execution or contract shall be null and void.

III. FINANCIAL REPORTING REQUIREMENTS

A. FINANCIAL MANAGEMENT SYSTEM To ensure effective control over accountability for funds, property, and other assets under this Agreement, Subcontractor agrees to maintain a documented financial management system that conforms to applicable federal, state laws and General Accepted Accounting Principle systems.

- i. MCOWCD may review the adequacy of the financial management system as part of a pre-award review or at any time subsequent to the execution of this Agreement.

If MCOWCD determines the grantee's accounting system does not meet the standards described below, additional information to monitor may be required upon written notice to the grantee, until such time as the system meets with MCOWCD approval.

- ii. Subcontractor agrees to create the internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.

B. ACCOUNTING RECORDS & DOCUMENTATION Subcontractor will maintain accounting records and documentation to support and identify the expenditures of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully.

- i. Subcontractor will document all disbursements by evidence of actual purchase of goods and services and adequately safeguard such assets to ensure that they are used solely for authorized purposes per this agreement.
- ii. Subcontractor will maintain records, which adequately identify the source and application of funds for activities/services/programs supported by this Agreement, including maintenance of controls and procedures to ensure that the opportunity for unauthorized, fraudulent or otherwise irregular acts are avoided.
- iii. Subcontractor will report any fraud or suspected fraud involving grant funds to the MCOWCD within 48 hours of its discovery.

C. ANNUAL FINANCIAL STATEMENTS No later than sixty (60) days after the end of the Subcontractors fiscal year, unless otherwise provided, Subcontractor agrees to submit an accountant prepared fiscal year end statement - compiled, reviewed or audited fiscal statements prepared according to GAAP.

In the event Subcontractor is unable to provide accountant prepared statements, a copy of preparer filed tax returns, including disclosures and addendums should be submitted along with financial statements prepared by the Subcontractor.

If the Subcontractor has not yet filed the FY2022 taxes, a copy of the request for an extension should be submitted, along with a copy of the prior year taxes.

D. DUNS - Data Universal Numbering System Subcontractor must comply with the Federal Transparency Act as a condition of receiving funding from a federal grant and obtain and report its unique entity identifier. On **April 4, 2022**, the Unique Entity ID used across the federal government changed from the DUNS Number to the System for Award Management (SAM). Existing registered entities can find their Unique Entity ID by following the steps [here](#). New entities can visit www.sam.gov to register

IV. NJ BUSINESS REGISTRATION Subcontractor must be in statutory compliance with the laws of New Jersey and maintain legal active status to conduct business within the State, evidenced by a current business license and/or proof of active compliance with the Secretary of State Corporations Division.

Subcontractor must submit an updated business registration certificate dated within 30 days of the Master Agreement application to verify continued validity. The verification form can be requested at [N.J. Department of Treasury - Division of Revenue, On-Line Inquiry \(state.nj.us\)](http://N.J. Department of Treasury - Division of Revenue, On-Line Inquiry (state.nj.us))

All non-profit training providers must also submit a copy of their 501(c) designation.

Subcontractor must furnish a current federal tax identification number for their business.

Subcontractor must certify its current tax standing and be current on federal, state and unemployment taxes.

V. PAY-TO PLAY ACT (FORM BE) Subcontractor herein is a "business entity" which may be required under New Jersey Law to comply with the Pay-to-Play legislation and submit with the executed contract a copy of the Business Entity Annual Statement, (Form "BE") filed with the New Jersey Election Law Enforcement Commission (ELEC). Please refer to www.elec.state.nj.us for specific requirements regarding compliance.

Vendor covenants and agrees to comply with said filing and forward simultaneously a copy to the County Failure to file such statement with the NJ ELEC and to submit a copy to MCOECD may result in suspension of all payments until full compliance is made and will preclude the Subcontractor from bidding or the award of other contracts.

VI. EMPLOYEE INFORMATION REPORT Subcontractor must submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. Specifically, each vendor/contractor shall submit to the County one of the following documents:

- A. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program.
- B. Form AA-302 – An approved, valid Certificate of Employee Information Report.
- C. A copy of an Initial Affirmative Action Employee Report, Form AA-302, along with proof of payment. The form may be obtained on the Division website www.state.nj.us/treasury/contract_compliance.

VII. STATE CERTIFICATE OF APPROVAL / WIOA ELIGIBILITY CERTIFICATION Mandated by both State and Federal laws, any training provider seeking to receive any federal job training funds or State job training funds, must be listed on NJ's ETPL.

Subcontractor assures that it has been deemed eligible to receive funds through WIOA title I, subtitle 5, and that, consistent with the Act, its training programs have been approved by the State of New Jersey, and are actively listed on the NJTOPPS website. **Valid** Certificate of Approval must be submitted to MCOECD.

Subcontractor further agrees to maintain its eligibility throughout the duration of this Agreement and agrees to update the NJTOPPS website – www.njtrainingexplorer.org with consumer information, including cost and performance information, so that customers may make informed choices.

VIII. NJ SCHOOL APPROVAL / CERTIFICATION Exceptions to the licensing requirements above exist for occupations where the training is regulated by a NJ state agency other than NJDOL.

Any training provider seeking ETPL placement that has not been reviewed and approved by the NJ Training and Evaluation Unit of NJDOL / SETC must first obtain approval from a qualified government agency authorized to approve a training program and must submit a copy of the State Agency's Certificate of Approval for consideration.

Subcontractor assures that it has been certified, licensed, registered as a training provider, is in good standing with its certifying/authorizing agency and agrees to follow all Agency requirements for renewal and/or continued eligibility to remain in good standing.

Currently, the following agencies are qualified to approve providers and training programs for schools and organizations located in the State of New Jersey:

- i. *Barbering / Stylists* - [Board of Cosmetology & Hairstyling](#)
- ii. *CNA / Nursing Assistant* - [Department of Health](#)
- iii. *Commercial Driver Training* - [Motor Vehicle Commission](#)
- iv. *Cosmetology* - [Board of Cosmetology & Hairstyling](#)
- v. *EMT / Paramedics* - [Department of Health - NJ Office of Emergency Medical Services](#)
- vi. *Flight Training* - [Federal Aviation Administration](#)
- vii. *Insurance Licensing* - [Department of Banking and Insurance](#)
- viii. *Nursing* - [Board of Nursing](#)
- ix. *Radiology / X-Ray* - [Department of Environmental Protection](#)
- x. *Real Estate* - [Department of Banking and Insurance](#)
- xi. *Real Estate Appraisal* - [NJ Board of Real Estate Appraisers](#)
- xii. *Security Officer Training (SORA)* - [NJ State Police](#)

IX. GRIEVANCE PROCEDURE Grievance and Hearings Procedures for customers as established by the Office will be supplied upon award of final contract.

All grievances, whether verbal or written, must follow the time lines in said procedure and be documented in a

master log, with date grievance filed, name of WIOA/WFJN/WDP/WLL customer, reason for grievance and summary of resolution.

A copy should be forwarded to the MCOECD on a quarterly basis.

5. ARTICLE 5 – SERVICES AND PERFORMANCE

CONTRACTED SERVICES

- 5.1** Subcontractor has been contracted to provide and shall be responsible for the provision of occupational training services pursuant to aforementioned regulatory language and authorities on a performance based schedule.

MCWDB policy requires that all WIOA Title I funded services, including ITAs, be delivered in a manner that fully complies with WIOA laws and regulations Subcontractor

The Subcontractor agrees to provide the services contained in the Individual Training Sub-Agreement, as per each customer identified in the “Individual Training Sub-Agreement” see Attachment B, and to undertake efforts to coordinate services among other WIOA/WFJN/WDP/WLL partners and community service partners as necessary

PERFORMANCE ASSURANCES

- 5.2** The Subcontractor assures that, consistent with the Act, it has been determined as eligible to provide training services by the SETC/NJDOL and the course(s) and cost offered by the Subcontractor as applicable, with this agreement, have been approved by the State of New Jersey. Subcontractor must be on the ETPL at the time contract commences and maintain its eligibility throughout the program year.
- 5.3** The Subcontractor, by submitting this Master Agreement or statement of work, attests to the fact that neither the company, or any sub-contractor(s) are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and Subcontractors).
- 5.4** Subcontractor assures that, whether directly or through a third party contractor, performance will be in accordance with, and within the period of, this Master Agreement and associated Individual Training Sub-Agreement
- 5.5** Subcontractor will offer those course(s) or programs approved by the State of New Jersey and/or Middlesex County Office of Workforce and Career Development (MCOECD) in a manner that is consistent with such approval, and assure that all courses or programs offered are provided to eligible WIOA, WFJN, WDP, WLL customers under the criteria and cost established for the given site, course or program and provisions herein.
- 5.6** The Subcontractor assures performance whether directly or through a third party contractor will be in accordance with, and within the period of, this Agreement and Individual Training Sub-Agreement and will immediately report any conditions that may adversely affect performance to the County as soon as they become known.
- 5.7** In the event the Subcontractor is unable to comply with the terms of this Agreement or satisfactorily perform its duties, the County / MCOECD reserves the right to request a corrective plan, impose sanctions, up to and including suspension and/or termination of the Agreement.

CONTRACT PERFORMANCE

- 5.8** Subcontractor shall ensure compliance with the Individual Training Sub-Agreement (Attachment B) and the provisions contained within this Master Agreement including, but not limited to:
- I.** Provide the approved training program, at the approved costs, per Section J and related Statement of Work services as provided on the ETPL (www.njtrainingexplorer.org) program description. Any amendments submitted must be approved in writing by NJDOL/MCOECD. Failure to submit this shall result in an inability to make any customer referrals or payments.
 - II.** On-line courses approved as an ITA must be on the ETPL and requires completion and passing of all scheduled modules to be deemed a successful completion. Customers may complete the course in more or less than scheduled hours due to individual skills and learning pace.
 - III.** ITA shall be reviewed and executed by an authorized party of the training provider and returned to the MCOECD office within 7 days of receipt. Please note that payment invoices will not be processed if a signed and fully executed Individual Training Sub-Agreement is not on file with the MCOECD office.
 - IV.** Comply with the accepted proposed program as specified in section J of ETPL, the Master Agreement, Individual Training Sub-Agreement provisions and Assurances and Certifications.

Costs referred to as “Other” as per the approved Section J of the ETPL must be defined. If the cost/item is not listed on Section J of the ETPL, then NJDOL has not approved it and the MCOOWCD will not pay for said cost/item.

- V. Upon customer program enrollment, training provider must maintain daily attendance records/customer time sheets for WIOA/WFNP/WDP/WLL customers when classes are in session, submit timely documentation of customer’s attendance and ensure customer’s compliance with MCOOWCD’s benchmark attendance policy as follows:

- A. Training Programs with 600 hours or more, student must attend 80% of the classes.

- B. Training Programs with less than 600 hours, student must attend 90% of the classes.

Regularly submit updated customer information, such as current home address, phone number and email. This information should be updated periodically using the customer’s timesheet form submitted to MCOOWCD.

In accordance with MCOOWCD policies, submission of an E-Timesheet is required for TANF customers and adhere to the attendance policy as stipulated in this Master Agreement. (see E-time instructions in Attachment C)

- VI. The Provider must immediately notify the MCOOWCD if the customer withdraws from training or if attendance or progress of any individual is unsatisfactory, including any absence of 3 or more consecutive days.

- VII. If feasible, be flexible and allow customers who are absent from class to make up the class or allow evening and/or weekend participation in order to achieve the individual’s program completion per the customer’s ITA.

- VIII. Provider must maintain and submit Individual Monthly Progress Reports for each customer. Months cannot be combined on one form unless the client started a program after the 15th of the month.

- IX. The MCOOWCD Career Consultant must be immediately notified in writing in the event of a customer’s failure to maintain a grade “C” or better, in writing via email, as well as the completed monthly Progress Reports.

MCOOWCD will not pay for the retaking of any failed course, since the repeated course is part of the provider’s overall program payment and it is expected that provider will ensure a minimum of a “C” or better grade. Feasible assistance to students who need extra help to maintain a “C” or better grade should be provided.

- X. The MCOOWCD Career Consultant must be immediately notified of any customer request to change programs, courses, hours, locations, schedule (days to evening/weekends), or other conditions of training as identified in the ITA or negotiated contract and must be approved in writing by the MCOOWCD.

- XI. Contract extensions will only be considered for the following documented qualifying events: **Weather; Medical/Health Issues; Employment; Training Program Delays and/or Cancellations; Documented Hardships or incidents of life changing events (ex. Homeless)** Extension requests must be submitted via the MCOOWCD Change of Contract Form, along with a clearly stated justification and appropriate documentation of the qualifying event within 7 calendar days of the qualifying event. **Extensions over 6 months will not be approved**

- XII. All customers must be in a training related industry recognized credentialed program or HSE program. Subcontractor must follow up to obtain and submit proof of credential within 12 months of program completion.

- XIII. Subcontractors must assist in registering the customer for training related exam(s) within 90 days from last day of program completion (It is at the MCOOWD Director’s discretion to approve beyond the 90 days for extenuating circumstances)

COUNTY RESPONSIBILITIES

- 5.1 The County/Office will be responsible for providing the following:

Conduct the intake, certification, eligibility determination, and assessment of customers.

Approve all eligible customers’ enrollments for training prior to commencement of program.

Monitor and evaluate the Subcontractor and programs compliance and outcomes. Provide technical assistance for contract compliance or corrective action. Provide a copy of the applicable regulations governing the WIOA program, upon request.

Establish a cost/fee schedule and obligate all monies at the time a customer is enrolled in approved training, subject to the availability of training funds. This also applies to subsequent modifications to the original training.

Once the ITA is fully executed, and performance has been in accord with this agreement and the benchmarks outlined in the ITA or other negotiated contract, MCOOWCD will provide payment to the provider on an ongoing basis, as specified in the vendor payment schedule, for all training received by the customer, including, but not limited to tuition, books, supplies and lab fees. Provider will be paid on a prorata basis for those who dropout.

6. ARTICLE 6 – APPLICATION OF PELL AND OTHER GRANTS FOR ITA CUSTOMERS

6.1 WIOA funding can only be determined after the customer has applied for and exhausted all other available sources of financial assistance. Subcontractor shall assist all eligible, referred customers with submission of the FAFSA to apply for Higher Education Act Title IV funds, such as Pell Grant, and any other available financial aid.

Customers may enroll in ITA funded training while their application for a Pell Grant is pending.

6.2 A copy of the financial aid award or notice of denial must be forwarded to MCOWCD within ten (10) calendar days of notice along with the first page of a completed FAFSA or SAR. MCOWCD reserves the right to request the entire SAR.

6.3 MCOWCD shall conduct a financial analysis to determine customer's unmet financial needs and the ITA will be approved for no more than the estimated balance of allowable training costs not paid by other funding sources – as those funds are first to be used to defray the customer's WIOA approved costs of training before applying any available WIOA/WFJN/WDP financial ITA assistance. (except student loans). If the customer does choose to take out a loan, the ITA funding obligation must be lowered based on the amount of the loan.

6.4 Customers may receive both financial aid and WIOA funding, however, subcontractor assures that WIOA funds authorized through this Agreement are used to supplement, and not supplant, funds otherwise available to customer and cannot be used to duplicate services and staff being funded under other efforts.

6.5 Upon receipt and disbursement of a customer's **actual** PELL grant or financial aid, Subcontractor shall submit the customer's updated general ledger to the MCOWCD within ten (10) calendar days. Any difference in the estimated and actual award amounts may result in modification of MCOWCD's financial obligation towards customer's training program. Any excess WIOA funds must be returned to the MCOWCD as WIOA funds cannot be reimbursed to students.

7. ARTICLE 7 – PAYMENT CONDITIONS

7.1 In accordance with the County Uniform Claims Procedure, MCOWCD, as Grantor, or its fiscal/administrative designee, shall pay the Subcontractor upon the submission of a completed Middlesex County Direct Payment Voucher. Payment shall be made based upon the services rendered, as per the prices and costs stipulated and agreed upon on a Performance Based payment schedule, in accordance with the ITA, as applicable, and the NJ ETPL program approval

7.2 **All payment requests** must be submitted *within 30 days after each benchmark is achieved and/or 60 days after class or training with exceptions of the credential benchmark.*

7.3 Funds under this agreement shall be used for the sole intent of the contracted program/training services. No funds under this contract may be used for purposes other than employment related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts. Subcontractors that are government or nonprofit organizations must comply with federal cost principles as established in the OMB Uniform Guidance, Code of Federal Regulations (CFR 2 Part 200 et al and 2 CFR 2900) Uniform Requirements, cost principles and audit requirements for Federal awards, inclusive of OMB Circulars A-87, A-21 or A-122 (as applicable). These circulars establish government wide cost principles, including the requirement that salaries and wages charged to this contract be supported by personnel activity reports.

7.4 Subcontractor agrees that funds used under this agreement are only for the benefit of the program and its customers. Subcontractor may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Funds used in such manner will have costs disallowed.

7.5 Payment requests must be accompanied by a completed Middlesex County Direct Payment Voucher, and all supporting documentation such as performance benchmarks achieved, monthly progress reports, and/or grade levels achieved by course should be attached. Only grades of "C" or better *per course completed* is accepted as meeting competency attainment in the subject matter will be paid.

7.6 The MCOWCD reserves the right to request additional documentation as it deems necessary to verify the Subcontractor's compliance with program services, student or Subcontractor expenditures, financial, programmatic costs, performance standards, benchmarks, and any of the terms and conditions of this Agreement prior to approving the payment of any budgeted cost or scheduled payment. Failure to provide additional documentation as required by the MCOWCD may result in loss of payment by the MCOWCD to the Subcontractor.

7.7 *Attendance reports/timesheets* must have original signature of staff and customers or **e-signature via DocuSign**. Customers must complete the timesheets based on their actual arrival and departure times *(no payment will be made*

for lunch time or intermittent breaks) and be submitted within thirty (30) business days of achievement of the scheduled benchmark payment and last day of program completion or subject to forfeiture of payment(s). Dates on timesheets must be in consecutive order and cannot overlap. Timesheets should not be completed in advance, but on a day to day basis. Vouchers must be submitted in accordance with all other standards and policies established by the MCOWCD.

- 7.8** No financial obligations (tuition, books, registration fees, etc.) will exist during the orientation period of the first two weeks, ten (10) days of attendance by a student regardless of how often the program meets.
- 7.9** Benchmark payments are contingent upon meeting the specified benchmark and grade for each training program. The benchmark payments will be disbursed in up to three (3) separate payments billable as follows:
- I. Payment of **40%** of the tuition (*only*) will be paid at the successful completion (grade “C” or higher) of midpoint based on the total hours of the program (example: 600-hour program – midpoint would be 300 hours).
 - II. Payment of **40%** of the tuition (*only*) will be paid at the *successful completion* (grade “C” or higher) of the training program.
 - III. Payment of **20%** of the tuition (*only*) will be paid when the customer obtains an Industry Recognized Credential related to the course/program of study.
- 7.10** There will be two benchmarks for on-line courses:
- I. Payment of **80%** of the tuition (*only*) will be paid at the successful completion of the program
 - II. Payment of **20%** of the tuition (*only*) will be paid when the customer obtains an Industry Recognized Credential related to the course/program of study.
 - III. If a customer drops or does not complete the online program, the tuition amount will be pro-rated based on the customers’ percentage of completion - not on the number of hours towards completion. For example: a 400 hour course is offered with tuition costs of \$4,000. The customer drops out after completing 50% of the program’s modules/coursework and logging in nearly 400 hours; provider is eligible for payment of 50% of the \$4,000 or \$2,000. Provider is responsible for submitting documentation of the completed coursework
- 7.11** The MCOWCD will reimburse actual cost of EXAM FEES up to a maximum of \$600, as be per the ETPL Section J, not to exceed the actual exam cost. Customers are entitled to one paid exam fee per test, pass or fail. At no time should a subcontractor reimburse or pay a customer directly for the exam fee.
- The exam reimbursement fee should be submitted within 30 days of the test date along with and documentation: an official registration form or confirmation listing the registrant’s (customers’) name, type of test, scheduled exam date; proof of payment to the certifying authority or agency by the provider, and credential exam results.
- 7.12** The Subcontractor is liable for the return of any payment received from the MCOWCD that the County, State, Federal government has determined to be an over-payment, disallowed cost/payment, or unauthorized, improper or illegal due to misfeasance or malfeasance by either the Subcontractor or its third party contractors; the MCOWCD, in recovering such payments on its behalf or that of the State or Federal government, may withhold from future payments, amounts sufficient to recover such over-payment, disallowed, unauthorized, improper or illegal payments. If there are insufficient funds from which to recover, and if Subcontractor or third party contractor refuses to return any funds improperly received, the MCOWCD shall move to institute any legal proceeding, and/or seek all remedies allowed under this contract and/or by law.
- 7.13** Any issues concerning vouchers and/or financial obligations due by the MCOWCD under this Individual Training Sub-Agreement, must be directed to the MCOWCD fiscal staff, and not to the customer receiving services under this Agreement. Customers *are not* to be billed or litigation commenced for services rendered or to be rendered pursuant to the terms and services rendered under this agreement.

8. ARTICLE 8 - AUDIT & MONITORING

- 8.1 AUDIT** At any time during the Contract term, the Subcontractor may be subject to audit by the MCWDB, MCOWCD, or any other appropriate unit or agency of the State or Federal government, and/or by a private firm or firms retained or approved by the Federal, State and/or County for such purposes.
- I. The grantee agrees to maintain its records in such a way as to facilitate the preparation of financial statements in accordance with Generally Accepted Accounting Principles (GAAP), and the audit thereof. Subcontractor assures that any third party subcontractors will maintain records that are auditable.

- II. Subcontractor agrees to provide full access to their books and records and to submit to an audit or review of financial and compliance requirements of MCOWCD.
 - A. MCOWCD reserves the right to build upon the audit and conduct interim audits at its discretion.
 - B. Subcontractor is responsible for any disallowed costs resulting from any audit exceptions incurred.
 - C. The Subcontractor acknowledges that it is subject to audit up to three (3) years after the termination of this Agreement or from date of the final expenditure report, whichever is later.
 - D. If any audit is initiated but not completed or resolved before the end of the three-year period, the Subcontractor continues to be subject to such audit until it is completed and resolved. Subcontractor shall notify the MCOWCD in the event it cannot store the program files beyond the program's completion. This does not however relieve the Subcontractor of any liability with respect to any audit findings.
- III. Subcontractor agrees to have an audit conducted which meets the requirements as applicable of the Single Audit Act, the Code of Federal Regulations (CFR 2 Part 200 et al and 2 CFR 2900) Uniform Requirements, cost principles and audit requirements for Federal Awards which includes new requirements and consolidation of Office of Budget & Management circulars, of Federal OMB Circular A-133, "Audits of State and Local Governments," or the audit provisions of Federal OMB Circular A-110, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," including any other required circulars based on our organizational structure and subsequent amendments thereto.

8.2 MONITORING Entities receiving training contracts in an aggregate of \$25,000 a year or more, whether through one or multiple agreements, shall be subject to annual monitoring. MCWDB and MCOWCD reserve the right to conduct more frequent monitoring at its discretion. MCWDB and MCOWCD will review Subcontractor for programmatic, financial and performance integrity.

The Subcontractor shall permit MCOWCD staff and designated agents (federal/state) to have regular, continuing personal contact and communication with customers and provider staff at service and/or other sites in a manner that minimally disrupts the services and activities at these sites. Monitoring visits will be documented and retained.

Through monitoring, audit, or investigation, if it is determined any payment or disbursement made under an ITA is disallowed, in whole or in part, reimbursement to the County of said amount must be made.

- I. **FINDINGS** When a Subcontractor has failed to comply with the terms, conditions or standards of the Agreement the County may, at its discretion and upon reasonable notice to the Subcontractor, require corrective action, impose contract sanctions, suspend or terminate this Agreement.
- II. **CORRECTIVE ACTION** The County/MCOWCD reserves the right to require a corrective action plan, detailing the steps to be taken to ensure failure does not continue and anticipated steps to be taken for continuous improvement. If requested, Subcontractor agrees to review deficiencies and submit a corrective action plan / course of action satisfactory to MCOWCD within 10 business days of MCOWCD's written request for corrective action. Any requested corrective action not submitted within ten (10) business days shall be cause for suspension or termination.

Upon MCOWCD review and approval of the proposed corrective action plan, the Subcontractor is expected to immediately begin implementation of the plan. Any approved plan not implemented within 10 business days of MCOWCD approval, shall be cause for suspension or termination.

MCOWCD will continue to monitor the Subcontractor's progress to ensure that targeted deficiencies have been resolved and/or corrected.

- III. **SANCTIONS** MCOWCD reserves the right to withhold any further payments, prohibit Subcontractor from incurring additional obligations against WIOA/WFJ/WDP funds, temporarily suspend its MCOWCD eligibility, or terminate this Agreement in accordance with the terms of this Agreement.

IV. TERMINATIONS This Agreement may be terminated for cause or convenience as follows:

- A. **TERMINATION FOR CONVENIENCE** MCOWCD or Subcontractor may request a termination for any reason. MCOWCD or Subcontractor shall give a 30-day advance notice, in writing, to the other parties to this Agreement of the effective date of such termination.

The Subcontractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

MCOWCD shall pay for completed units of performance (*prorated*) up to the date of termination or suspension in accordance with the provisions of this Agreement.

- B. TERMINATION FOR CAUSE** MCOWCD may terminate this Master Agreement when it has determined that the Subcontractor has failed to perform *in whole or in part* under this Agreement, has failed to provide the services specified, failed to make sufficient progress so as to endanger performance, failed to comply with any of the provisions contained in this contract or approved proposal, or otherwise breached the terms of this Agreement.

In the event of such determination, the County will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Subcontractor has ten (10) business days in which to respond with a plan agreeable to the County for correction of the deficiencies. If the Subcontractor does not respond within the appointed time with corrective plans satisfactory to the MCOWCD, the MCOWCD will serve a final termination notice on the Subcontractor which will become effective 10 calendar days following notice.

- C.** In the event of such termination, the MCOWCD shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this Agreement.

9. ARTICLE 9 - INTELLECTUAL PROPERTY

- 9.1** The Federal/State/County reserves a paid up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for its purposes:

The copyright in all products developed under this Agreement, including Subcontractor/third party contractor Agreements; and any rights of copyright to which the Subcontractor/third party contractor purchases ownership under this Agreement (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise

- 9.2** All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the Subcontractor/Subcontractors in connection with the project are the property of MCOWCD. Such material will be delivered to MCOWCD upon request.

- 9.3** If the project is funded under federal funds, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the Subcontractor/Subcontractors in connection with the grant are the property of the grantee. However, NJDOL retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant.

- I. Such materials shall be reviewed by NJDOL upon notice given to the grantee/Subcontractor/Subcontractor and shall promptly be made available to NJDOL for inspection.
- II. Subcontractor agrees to take all reasonable steps to safeguard the grantee's proprietary interest in the materials
- III. In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

- 9.4** The copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and any rights of copyright to which the grantee, Subcontractor or a contractor purchases ownership under an award (including curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior

authorization of the copyright owner.”

- 9.5** Federal funds which is the source of this Agreement, may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the NJ Department of Labor and Workforce Development or the County has a license or rights of free use in such work, although they may be sued to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with the funds under this Agreement, including intellectual property, these revenues are considered program income. Program income must be reported to the County and deducted from the over-all financial award of this Agreement unless prior approval is given to allow for using/expending such funds for an allowable Agreement activity/service.
- 9.6** If applicable, products that are developed in whole or in part with funds under this Agreement, must provide for and contain on it specific language, that you must obtain from the County prior to its use/dissemination. **Please ensure that you contact the Middlesex County Office of Workforce and Career Development for the appropriate verbiage that you must use.**

10. ARTICLE 10 - CLOSEOUT PROCEDURES

- 10.1** The Subcontractor shall submit a closeout package per the terms of the Agreement, unless otherwise extended by the Grantor, after completion of the contract period or termination of the contract. Forms to be supplied by the County.
- 10.2** The following definitions shall apply for the purpose of this Section:
- I. **Contract Closeout:** The closeout of a contract is the process by which the County determines that all applicable administrative actions and all required work of the contract have been completed by the Subcontractor/third party contractor.
 - II. **Date of Completion:** The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- 10.3** Agreements shall be closed out in accordance with the following procedures:
- I. Upon request, the County shall make prompt payments to a Subcontractor for allowable charges under the Agreement being closed.
 - II. Within 45 days after completion of the Agreement the Subcontractor shall submit a close out package to the County, which includes all financial, performance and other reports required by the County to close out the Agreement. The package shall include similarly related information from its third party contractors.
 - III. The Subcontractor, including any third party contractors, if applicable, shall immediately refund to the County any balance of unexpended or unobligated (unencumbered) funds or cash advances that is not authorized to be retained by the Subcontractor for use on contracts. Any tangible property, equipment and supplies purchased with these County funds shall be returned to the County within 45 days, unless otherwise extended.
 - IV. Within the limits of the contract amount, the County may make a settlement for any upward or downward adjustments of costs after the final reports are received.
 - V. The Subcontractor is responsible for those costs found to be disallowed, including those of any third party Contractor paid from funds under this grant or contract, and the County retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.
 - VI. The subcontractor will provide the County with a list of employees who worked on grant, including names, phone numbers with passwords, and computer log-on information with passwords.
 - VII. The subcontractor will submit to the County all keys to doors, desk, and file cabinets.
 - VIII. The subcontractor will submit the last yearly audit and future audits should any partial payments be included in an upcoming audit.
 - IX. the Subcontractor shall account for and return any property received from the County or acquired with funds under this grant, including any property received or acquired by an approved third party Subcontractor under this Agreement within 45 days, unless otherwise extended.
 - X. All financial reports, supporting documents, statistical records, and other records pertinent to the Sub-Award and the activities of the Sub-Recipient shall be retained and accessible for seven (7) years.
 - XI. MCOWCD will not be responsible for any accrued or earned Paid Time Off to any Subcontractor employees.

THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THE UNDERSIGNED AGREE TO BE BOUND BY THE TERMS AND CONDITIONS AS WITNESSED BY THEIR SIGNATURE.

ATTEST:

SIGNATURE

Amy Petrocelli, Clerk of the Board
Middlesex County Board of County Commissioners

Ronald G. Rios
County Commissioner Director

Date

Approved as to form and legality

Niki Athanasopoulos, Esq.
First Deputy County Counsel

ATTEST:

WIOA ADMINISTRATIVE ENTITY

(Signature)

Kevin J. Kurdziel, Director/Chief Executive Officer
Middlesex County Office of Workforce and Career Development

Date

ATTEST:

ELIGIBLE TRAINING SERVICE PROVIDER:

I hereby attest on this

_____ day of _____, 20 _____

that the authorized signatory,

LEGAL NAME OF TRAINING SERVICE PROVIDER

PRINT NAME OF AUTHORIZED SIGNER

was the

TITLE OF AUTHORIZED SIGNER

AUTHORIZED SIGNATURE

DATE

Of

TRAINING PROVIDER

PRINT NAME OF AUTHORIZED SIGNED

and duly authorized to enter into this Contract by the powers conferred upon him/her by the governing body of said entity.

Notary Public Signature

(Affix Notary Stamp Here)

My Commission Expires: _____

Attachment A

A I. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions.

Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

<input type="checkbox"/>	Sole Proprietorship (skip Parts II and III, execute certification in Part IV)	<input type="checkbox"/>	Limited Liability Company (LLC)
<input type="checkbox"/>	Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)	<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	For-Profit Corporation (any type)	<input type="checkbox"/>	Limited Liability Partnership(LLP)
<input type="checkbox"/>	Partnership		
<input type="checkbox"/>	Other (Be Specific)		

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE (CONT'D)

Part III Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to

N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Middlesex is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with County of Middlesex to notify the County of Middlesex in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Middlesex to declare any contract(s) resulting from this certification void andunenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

A2. CERTIFICATIONS & REPRESENTATIONS

I, _____(Name), _____(Title), of

_____ (Proposer Agency), hereby certify and represent the following:

1. That I am legally authorized by the proposer agency to make this offer on their behalf and authorized to bind them to the price and other representations made herein;
2. That the information contained in this application and all attachments are true and correct to the best of my knowledge and belief;
3. That I will permit official representatives of the County of Middlesex access to its facilities, staff and records for the purpose of verifying the information contained in this application and collecting any additional information related to its qualifications as a WIOA service provider; and
4. That I, hereby, authorize the County of Middlesex, or their agents to contact any or all of the references named herein in order to verify past performance.
5. That the costs of pricing data submitted, either actually or by specific identification in writing in support of the statement of work are accurate, complete, and current as of the date indicated below. This statement of work is valid for 90 days from the date of receipt by the County of Middlesex.
6. That in performing services I know of no circumstance that would constitute a conflict of interest, financial or otherwise, between myself or my firm and the Board of County Commissioners, its members or with the interest of the County of Middlesex in general. I further certify that I know of no circumstances or relationships between myself and my firm and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

The undersigned acknowledges this is a continuing certification, and shall remain in effect for the term of the services contained in the solicited Statement of work.

SIGNED THIS _____ DAY OF _____, _____ YEAR

Authorized Representative _____(Signature)

Name/Title: _____(Print)

WITNESS: _____(Signature)

Witness Name/Title: _____(Print)

**A 3. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,
GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standards Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Name and Title of Authorized Representative (Print)

Signature

Date

A 4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

1. By signing and submitting this Statement of Work, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the Middlesex County Office of Workforce and Career Development if at any time the prospective recipient of Federal assistance funds learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "customer," "person," "primary covered transaction," "principal, statement of work," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this statement of work that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this statement of work that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all statement of works for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a customer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under paragraph 5 of these instructions, if a customer in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Customer's responsibilities.
The regulations were published as Part VII of the May 26, 1988 Federal Register, (pages 19160-19211).**

1. The prospective recipient of Federal assistance funds certifies, by submission of this statement of work, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective customer shall attach an explanation to this statement of work.

Name and Title of Authorized Representative (Print)

Signature

Date

A 5. MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS - P.L. 1975 C. 127 (N.J.A.C. 17:27)

During the performance of this contract, the recipient agrees as follows:

- 1) The respondent or subcontractor, where applicable, will not discriminate against any employee or respondent for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The consultant will take affirmative action to ensure that such respondents are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and respondents for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- 2) The respondent or subcontractor, where applicable, will, in all statement of works or advertisements for employees placed by or on behalf of the vendor, state that all qualified respondents will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- 3) The respondent or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers, representative of the vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and respondents for employment.
- 4) The respondent or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- 5) The respondent or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed in N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time to time.
- 6) The respondent or subcontractor agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affection or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

**P.L. 1975 C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

The respondent or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

The respondent or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs to ensure that all such actions are taken without regard to age, creed, race, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The respondent or subcontractor shall furnish such reports or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

I hereby certify that _____

(Name of Firm)

will comply with the foregoing Affirmative Action language.

SIGNATURE

TITLE OF CERTIFYING OFFICER

A 6. NONDISCRIMINATION CERTIFICATION

The applicant agency hereby agrees that the provisions of the Americans with Disabilities Act of 1990 (hereafter referred to as "the Act"), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this document.

The applicant agency further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 and the U.S. Department of Labor's regulations at 29 CFR, Parts 31, 32 and 34.

The applicant agency shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.

The applicant agency shall indemnify, protect, and hold harmless the County its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged violation.

Applicant Signature: _____

Typed Name: _____

Date: _____

A 7. ADA COMPLIANCE FORM I

Complete one (1) form for each site, duplicating form as necessary.

SERVICE PROVIDER/AGENCY NAME: _____

TRAINING SITE ADDRESS: _____

WIOA administrative entities are responsible, under Title II of the Americans with Disabilities Act, for the evaluation of compliance efforts by contracted agencies. In order to accomplish the evaluation process most effectively, please complete the following form by checking those statements, which apply to your agency and/or program. **Please supply explanations for deficiencies and details of corrective action to be taken.**

I. Programmatic Accessibility

a. Indicate any steps that have been taken to ensure accessibility to program for persons with disabilities:

- Relocation of activities to accessible space as necessary;
- Revision of procedures/formats rendering location change unnecessary;
- Modification/redesign of equipment;
- Other arrangements to accommodate persons with disabilities, such as home visits or other arrangements for the delivery of services. Please explain:

b. Indicate any steps that have been taken to ensure adequate communications with persons with vision and/or hearing impairments:

- Auxiliary aids available

Please list: _____

Alternative presentations of materials available.

- Braille Large Print Cassette Other - Please list:

- The agency has a TDD (Telephone Device for the Deaf).

[NOTE: All emergency and hotline numbers must be so equipped]

II. Structural Accessibility

- Building/training facility is accessible to individuals with disabilities (including access, restrooms & parking). If not, what structural changes will be made to render the facility accessible?

- Accessible entrances and locations are marked with signs.

III. Employment Issues

- Job descriptions currently reflect essential functions of the job, and nonessential functions of the job are listed separately.
- Job application form EEO statement mentions that your agency does not discriminate on grounds of disability.
- Questions on job application form are job related and do not inquire about disabilities.
- Job vacancies are advertised using a variety of media and formats.
- Job vacancy notices include EEO statement, including clause saying that your agency does not discriminate on the basis of disabilities.
- Employment policies do not discriminate against applicants or employees with disabilities or their associates.
- Any required medical exam, administered following an offer of employment, follows acceptable practices regarding disabilities.
- Drug testing requirements comply with EEOC and Department of Justice regulations.
- Leave policies and benefits packages do not discriminate against employees with disabilities, their relatives or associates.
- Employment tests administered to applicants measure skill levels, and do not screen out individuals on the basis of their disabilities.

IV. Transportation Issues

Does your agency supply transportation to customers? YES NO

If YES, please specify steps taken to ensure equal access to transportation services for persons with disabilities as for other clients.

Signature of Person Completing Form Date

Please Print Name Title of Signatory

A 8. AMERICANS WITH DISABILITIES ACT COMPLIANCE FORM II

I hereby certify that _____
(Name of Organization)

is in compliance with the Americans with Disabilities Act of 1990.

TITLE OF CERTIFYING OFFICER

DATE

Name of Signatory (Please Print) _____

A 9. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Respondent certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Name of Organization

Signature of Authorized Rep

Date

Print Name of Signatory

Title of Authorized Signatory

A 10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____

Bidder/Offeror Name: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Middlesex County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Middlesex County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

A 11. COUNTY OF MIDDLESEX EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

A. GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (Exhibit A)

- 1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? If yes, please submit a copy of such approval. Yes No

- 2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor shall provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates shall be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? If yes, please submit a copy of such approval.

- 3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence shall be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

B. CONSTRUCTION CONTRACTS (Exhibit B)

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of DOL, Construction EEO Monitoring Program an initial Project Workforce Report (Form AA 201) in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer (Form AA 202).

Will you comply with reporting indicated above? Yes No

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____

PRINT NAME: _____ **TITLE:** _____

DATE: _____

A12. STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned

Check the box that represent the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

STOCKHOLDERS:

Name _____
 Home Address _____

Name _____
 Home Address _____

Name _____
 Home Address _____

Name _____
 Home Address _____

Name _____
 Home Address _____

Name _____
 Home Address _____

(Print Name & Title of Affiant)

(Corporate Seal)

Subscribed and sworn before me this

____ Day of _____, 20 ____

My Commission Expires _____

Attachment B

INDIVIDUAL TRAINING SUB-AGREEMENT 24-FXXX-01 PERFORMANCE BASED

WHEREAS, the County of Middlesex desires to subcontract, under the terms and conditions established herein and within the Master Agreement, incorporated herein by reference for occupational training services, with the Subcontractor designated as

VENDOR / TRAINING PROVIDER / SCHOOL NAME VENDOR / TRAINING PROVIDER / SCHOOL MAILING ADDRESS

Training Site Address: **PHYSICAL LOCATION** Contact: **CONTACT NAME** Telephone #: **XXX-XXXX** Fax #: **XXX-XXXX**

for the purpose of providing training to **CUSTOMER NAME - ID# NJ00XXXXXXXX** beginning **XX/XX/2023 THROUGH XX/XX/2023** in the **PROGRAM NAME** program comprised of approximately **XX HOURS / XX WEEKS**. Upon successful completion of this training program the customer will have attained sufficient skills to obtain a credential in this field **classified as instructional program (CIP) Code #XX.XXX – CIP NAME LISTED ON NJ TOPPS**

The following outline of training services will be provided:

NARRATIVE from NJ Training Sources

In consideration of the foregoing, the County does hereby agree to pay the Subcontractor the allowable costs incurred in the performance of this agreement, in an amount up to, but not to exceed **\$\$\$\$.00** as detailed in the Payment Schedule.

NOTE:

**ALL CUSTOMERS MUST FILE A FAFSA
AND APPLY FOR PELL GRANTS AND OTHER FINANCIAL AID WHEN AVAILABLE
See Article 6 of the PY23 Master Agreement for more information**

Attest:

Approved for the Subcontractor:

(Signature and Date)

(Authorized Signature and Date)

(Print Name and Title)

(Print Name and Title)

I certify that I am duly authorized to enter into this Agreement by the governing/administrative body of the above Subcontractor.

Approved for the Grant recipient and WIOA Administrative Entity:

**PROGRESS REPORTS
ARE TO BE
COMPLETED
AND
SUBMITTED MONTHLY.**

Kevin J. Kurdziel, Director (Date)

Middlesex County Office of Workforce and Career
Development
550 Jersey Avenue
New Brunswick, NJ 08901

COUNSELOR INITIALS - FUND CODE - NUMBER - FUND CODE NAME - DATE ITA CREATED - CFDA#

Attachment B

INDIVIDUAL TRAINING SUB-AGREEMENT 24-FXXX-01 PERFORMANCE BASED

PAYMENT SCHEDULE For WIOA and WFNJ funded customers:

This is a performance based Individual Training Sub-Agreement. In full consideration of the terms and services performed under this Schedule A and the Master Agreement incorporated by reference herein, the Subcontractor shall be compensated only upon the proper submission of a Middlesex County voucher and the necessary supporting documentation for each payment as listed below.

UNDER NO CIRCUMSTANCE WILL THE CUSTOMER BE RESPONSIBLE TO PAY FOR ANY COSTS INCURRED AND/OR SERVICES PROVIDED THROUGH THIS AGREEMENT.

BUDGET for <i>VENDOR NAME – PROGRAM NAME</i> (as listed on NJTOPPS) – # <i>PROGRAM HRS</i> / # <i>PROGRAM WKS</i>		
#	LINE ITEM / SERVICE ITEM	TOTAL COST OF TRAINING:
1.	Tuition	\$\$\$.
2.	Registration Fees	\$\$\$.
3.	Books & Materials	\$\$\$.
4.	Supplies, Tools, Lab Fees, Other Fees and Costs, If applicable	\$\$\$.
5.	Suggested Credential / Licensing Exams:	Included
		CONTRACT TOTAL: \$\$\$.

A. \$\$\$. - 80% of the total TUITION for TRAINING PROGRESS PAYMENTS will be paid accordingly:

1. A progress payment of **40%** will be paid upon successful completion of the first **50% of hours of the scheduled instructional courses/work** as evidenced by a grade of “C” or higher in each course, as well as submission of **MONTHLY PROGRESS REPORTS, ORIGINAL** attendance reports and the completed **BENCHMARK REPORT** signed by both the participant and the instructor providing satisfactory progress to the next level of training.
2. A progress payment of **40%** will be paid upon successful completion of the last **50% of hours of the scheduled instructional courses/work** as evidenced by a grade of “C” or higher in each course, as well as submission of **MONTHLY PROGRESS REPORTS, ORIGINAL** attendance reports and the final **BENCHMARK REPORT** signed by both the participant and the instructor providing satisfactory program completion.

******* AS PER THE MASTER AGREEMENT *******

A Copy of the Certificate of Completion must be attached in order to be reimbursed for the last benchmark.

B. \$\$\$. - 20% of the total TUITION will be paid as follows for INDUSTRY RECOGNIZED CREDENTIALS:

1. **Credential Attainment - \$\$\$.** will be paid within 12 months of program completion related to course/program of study.

See complete list of Industry Recognized Credentials from LWD website [NJ Industry Valued Credential List](#)

C. \$\$\$. - OTHER THAN TUITION COSTS will be paid as follows:

1. **Payment of Registration & Fees - Budget item #2 not to exceed \$\$\$.** will be payable upon the submission of an approved attendance report signed by both the customer and the instructor verifying that the customer has **completed 10 class days of attendance.**
2. **Payment of Books & Materials - Budget item #3 not to exceed \$\$\$.** will be reimbursed to the service provider upon the submission of a receipt or appropriate documentation of purchase and payment for the goods, along with an itemized checklist signed by the participant that these goods were received and retained by the participant.
3. **Supplies, Tools, Lab Fees, Other Fees and Costs, (if applicable) - Budget item #4 not to exceed \$\$\$.** will be reimbursed to the service provider upon the submission of a receipt or appropriate documentation of purchase and payment for the goods, along with an itemized checklist signed by the participant that these goods were received and retained by the participant.
4. **Payment of Credentialing Licensing Exam Fees (if applicable) - Budget item #4 not to exceed \$\$\$.** will be reimbursed to the service provider upon the submission of a receipt or appropriate documentation of payment, and when applicable, documentation from the Licensing / Exam Administering Entity with student’s name, exam type, date of exam, cost and exam results / score status.

Attachment C

TANF E-timesheet Procedures/Instructions

Vendor Responsibility

E-time must be completed for all clients who are participating in the WFNJ approved activities. The Vendor is responsible to enter time electronically for all TANF clients through the State of New Jersey's Website. Authorization to access the E-time data base is required. Application for access is obtained through the Work First Director.

An e-timesheet must be completed for all GA and SNAP clients. The Vendor's responsibility is to complete WFNJ/FSP-87(rev. 1/10) for each attendee. Please complete the name and address and the FEIN of the Activity site as well as the name and case number of the customer. The case number is available through the referring Case Manager. Please indicate whether the customer is GA or SNAP. The Activity code is OCCU.

Numbered Blocks

It is important that there is an entry for each day of the week being reported. Please complete as follows:

1. Enter month and year.
2. Enter the code for each day. The numbered blocks represent the days of the month.
3. Use "N" for the days that the activity is not scheduled except for Holidays as specified.
4. Enter the number of hours attended in the Attending (A) field. Hours should be entered in increments of half hours. Do not include homework hours.
5. Excused hours are permissible only if documentation is provided by the customer for absence from a medical authority, a court related entity of is child care is not available. Enter the number of excused hours in the Excused field. If hours are entered in the Excused field, hours must be entered in the attending field. Enter "0" if no hours are attended.
6. Unexcused absences are entered as "U" in the attending field.
7. Enter "H" in the attending field for the following holidays that are approved by the Federal government: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day. All other days celebrated as holidays or breaks by the Vendor should be coded as "N".
8. Please sign and date the form and include a phone number.
9. The time sheet should be faxed to *both* of the following:
Middlesex County Board of Social Services
Fax # 732-745-3607
Middlesex County Office of Workforce and Career Development
Mary Ann Bossio – Senior Career Consultant -Middlesex County - Fax # 732-448-1840
9. Any Questions may be directed to Mary Ann Bossio at 732-745-3051 or maryann.bossio@dol.nj.gov

How Schools obtain Authorization to enter E-time Date

1. On internet browser, go to New Jersey's web site which is: www.state.nj.us
2. At upper left side, there is "log on or Register options. Click on register and complete the screen to create the personal New Jersey account.
3. Send the log on ID and the Agency's FEIN to maryann.bossio@dol.nj.gov Do not send password.
4. The school will receive an e-mail from the Board of Social Services within 2 days that contains the Authorization Code to view and input e-time information for Middlesex County clients. Follow the instructions in that e-mail to complete the registration process.
5. Please note that an Authorization Code from another county will not allow for usage with Middlesex County clients.

**WORK ACTIVITY
ATTENDANCE SAMPLE FORM**

GA
SNAP

Customer Name:
Case Number:
Federal Identification Number (FEIN) _____

Dear Colleague:

Please fill out the WFNJ Customer's weekly attendance in your class. RETURN THIS FORM TO THE AGENCY REPRESENTATIVE as listed below:

This form will be used to verify hours of attendance at a WFNJ work activity and the customer's need for support services.

Please use the following values for each day:

of hours attended with values no less than 1/2 hour increments (*Recorded in A-Row*)

of hours Excused (*Recorded in E-Row*)

U- Unexcused Absence Day; H = Holiday; N = Not an Activity Day (*Record in A- Row*)

Month: _____

Year: _____

Activity Code:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A															
E															

Day	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																
E																

I certify that the above information is accurate and correct.

Name, Title and Phone Number of person completing this form

Date: _____

Return To: Nilsa Franceschi 732-745-4555 (FAX)

M.C.B.O.S.S. 181 Howe Lane

Agency representative and Phone Number

Agency Address

Copy: **Mary Ann Bossio Senior Career Consultant 732-448-1840 (FAX)**

Information concerning applicants or recipients of the Work First New Jersey Program shall not be disclosed except for purposes directly connected with the administration of the WorkFirst New Jersey program, pursuant to N.J.S.A. 44:10-47 and implementing regulations. Any person or entity under contract to provide services to the program also must comply with the law and regulations.

Attachment D

CDL CURRICULUM

*New Jersey Truck Driving Schools
CDL A – Tractor Trailer Training Program
Curriculum Outline for Middlesex County*

The program material presented in the CDL A Training Program is intended to prepare students with or without prior truck driving experience to achieve the skills necessary to pass the written and practical portions of the state administered CDL test. Each graduate will earn a state of New Jersey issue CDL license and capable in operating a Commercial Motor Vehicle with a gross weight in the excess weight of 26,001 lbs. and be prepared for entry level positions in a career as a Tractor-Trailer Driver. Students will be trained and given the opportunity to acquire endorsements to their CDL A license enhancing their opportunities for job placement.

Standard Program Length:	180 hours
• Classroom	50 hours
• Lab & Observation	45 hours
• Behind the Wheel	45 hours
• Observation & Special Needs	40 hours

Program Outline

Classroom – 50 hours	
1. Orientation	4 hours
2. Vehicle Systems	4 hours
3. Vehicle Control	4 hours
4. Advanced Operations	6 hours
5. Emergency Operations/Maneuvers	4 hours
6. Handling Cargo	4 hours
7. Combination Vehicles	3 hours
8. Hazardous Materials	4 hours
9. Tankers	3 hours
10. Time Management	4 hours
11. Entry Level Driver Training	4 hours
12. Work Readiness	6 hours

Attachment D

Behind the Wheel Road and Lab Training – 90 hours

(45 hours Lab/45 hours Behind the Wheel)

- | | |
|----------------------------------|----------|
| 1. Pre-Trip Inspections (Lab) | 15 hours |
| 2. Perform Post-Trip Inspections | 10 hours |
| 3. Perform Air Brake Test | 13 hours |
| 4. Coupling & Uncoupling | 7 hours |
| 5. Shifting (Behind the Wheel) | 5 hours |
| 6. Backing and Docking | 12 hours |
| 7. Parking | 12 hours |
| 8. Turning | 4 hours |
| 9. Driving Techniques | 12 hours |

Observation & Special Needs – 38 hours

To be determined by each school consisting of:

1. Behind the Wheel Observation (based on student to Instructor ratio)
2. Special Needs Training (based on each students learning ability)

Students are required to complete the minimum training hours to be eligible for a scheduled state administered practical examination.

Schedule

Full Time (4 weeks) Monday – Friday 8:00 AM – 5:00 PM

Lunch breaks are scheduled from 11:30 AM to 12:30 PM for Full Time Day Program.