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**COUNTY OF MIDDLESEX**  
**DEPARTMENT OF BUSINESS DEVELOPMENT**  
**AND EDUCATION**  
**Office of Workforce Development**

Kenneth Armwood  
Chairperson, Business Development and  
Education Committee

John A. Pulomena  
County Administrator

Kathaleen Shaw  
Department Head

Kevin J. Kurdziel  
Director

July 2016

**Re: INDIVIDUAL TRAINING ACCOUNT (ITA) MASTER AGREEMENT FOR WIA, WDP & WFNJ CONTRACTS  
JULY 1, 2016 THROUGH JUNE 30, 2017**

Please download one (1) copy of the 2016 Program Year Individual Training Account (ITA) Master Agreement referenced above and certifications and assurances (Attachment A). Please go to [www.middlesexcountynj.gov](http://www.middlesexcountynj.gov) and search for "workforce." A link for the Master ITA Agreement will be on that page. Download a copy of the Master Agreement and sign, date, witness (attest-notarized) and mail a full original copy along with ALL the documents listed below. Please be sure to make a copy for your organization and return the entire package by mail on or before Friday, September 9, 2016. Mail to the attention of Monica Van Pelt, Office of Workforce Development, 550 Jersey Avenue, New Brunswick, NJ 08901.

- All training providers must provide a Work Readiness Completion Certificate for 20 hours of Workforce Development Program.
- List of individuals, titles and email addresses of people within your organization that are authorized to sign ITA'S and that are authorized to sign the Middlesex County Misc. Voucher Forms.
- Certificate of Insurance(s), with the County of Middlesex named as an additional insured with a thirty (30) day cancellation notice.
- Copy of a Surety bond must be submitted. Tuition Bond (minimum amount is \$10,000). Middlesex County Office of Workforce Development named as Obligee (this is similar to but in addition & separate from state tuition bond).
- Current training catalog(s) with prices clearly outlined.
- Copy of your State approval document certifying you as an Eligible Training Provider for the current year and renewals.
- Section J Form—noting which CIP code(s) have received State approval for your organization, including an outline of the curriculum for each program code and time frame of said approval.
- Your school student Grievance Procedure (if it is in the training catalog please reference the page number) plus acknowledgement of WIOA grievance. Note that in addition to your process, we need to be copied on any non-criminal grievances filed by WIOA participants. If you do not have a procedure, you must utilize and follow the attached WIOA Grievance Procedure.
- Most recent Audit Report. Please ensure that you also provide your Duns #.
- Copy of your NJ Business Registration Certificate. If you do not have a copy it can be accessed on line through <http://www.nj.gov/treasury/revenue/busregcert.shtml>
- Signed statement of compliance with the NJ Business disclosure requirement (Pay to Play). Form BE <https://wwwnet1.state.nj.us/lpd/elec/ptp/Form.aspx> (Private Training Providers only) Please file on line and print confirmation page and submit.
- Completed and Executed Assurances (Attachment A).
- All CDL training providers: Please ensure you follow the CDL Curriculum attached to the Master Agreement. Adherence to this will be monitored by our Program Monitor regularly.

Upon receipt, review, certification and final approval of the Master Agreement, with required supporting documentation, Individual Training Sub-Agreements (Schedule A) may be issued detailing the training and payment schedule for each approved student to attend your institution. Please note: Verbal Approvals of ITA's will not be considered a contractual obligation.

We look forward to positive outcomes with your institution and if you should have any questions concerning this matter please feel free to call contact me at (732)745-3975.

Monica Van Pelt, Accountant

**Middlesex County... "The Greatest County in the Land"**

One-Stop Career Center  
550 Jersey Avenue  
New Brunswick, NJ 08901  
732-745-3970 Fax: 732-745-4050

One-Stop Career Center  
161 New Brunswick Avenue  
Perth Amboy, NJ 08861  
732-826-3200 Fax: 732-826-8494

AGREEMENT BETWEEN  
THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF MIDDLESEX  
AND

( )

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**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2016, between the County of Middlesex, herein after the County, and \_\_\_\_\_ in the city/town of \_\_\_\_\_, State of New Jersey, approved by the SETC, hereinafter the Subcontractor, for the provision of training and employment services as outlined in Articles One (1) through FIFTEEN (15) and all referenced attachments.

**WHEREAS**, the County is the Grant Recipient of Workforce Innovation and Opportunity Act (WIOA) funding, WFNJ, and the Middlesex County Office of Workforce Development (MCOWD) is the Administrative Entity and fiscal agent for said funding; and

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

**WHEREAS**, the County is responsible for maintaining a mechanism to generate appropriate reimbursement of costs 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 (a) \_\_\_\_\_ cost reimbursement rate or (b)  performance based benchmarks for qualified training and employment services to registered eligible participants 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.

**ARTICLE I - DEFINITIONS**

- 1.1 The Act: The Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 105-220, inclusive of all TEGLS, TEN's, rules and regulations issued pursuant to the Act.
- 1.2 Adult: Individuals ages 18 and up eligible to receive services.
- 1.3 **Apprenticeship: Similar to job training that involves following and studying a master of the trade on the job instead of in school, although there is an educational component attached to it for a period of time during the entire apprenticeship experience.**
- 1.4 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.
- 1.5 Career Pathways: A combination of rigorous and high quality education, training, and other services

that aligns with the skill needs of industries in the economy of the state or regional economy involved and prepares and individual to be successful in any of a full range of secondary or postsecondary education options.

- 1.6 **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.
- 1.7 **Cost Reimbursement:** Payments made for all allowed expenses, which are supported by proper documentation, and are within the limits of the approved budget.
- 1.8 **County:** This refers to the County of Middlesex, and the Office of Workforce Development (MCOWD), 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 WLL/WFNI/GA/SNAP/WIOA/WDP funds and/or other state /federal funds and used interchangeably with the term "Office."
- 1.9 **Competency Attainment:** As indicated in Schedule A, 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.
- 1.10 **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 NJ Administrative Code or statute.
- 1.11 **Disallowed Charges:** Charges to this Agreement, which the County of Middlesex, State and federal government or their representatives, determine to be unallowable in accordance within the WIOA/WDP/WFNI/GA/SNAP program, its regulations, rules, directives, procedures, policies and conditions as contained in the Agreement. Costs must be reasonable, allowable and allocable consistent with the provisions of federal and state requirements. No funds under this contract may be used for purposes other than WIOA 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. (Review OMB Uniform Guidance - Administrative Requirements, found at 2 CFR 200 and 2 CFR 2900)
- 1.12 **Department of Labor (NJDLWD):** This refers to the New Jersey Department of Labor and Workforce Development.
- 1.13 **Enrollment:** Written authorization by the Administrative Entity for an individual participant to start participation in the ten day orientation period in an approved training program. Such authorization is extended after the Administrative Entity has determined that the individual is certified and eligible to receive services.
- 1.14 **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.
- 1.15 **Exit:** Occurs when a participant has not received funded program or partner program services for ninety (90) consecutive days from last date of service and is not scheduled for future service.
- 1.16 **Follow-up Services:** Services may include, but are not limited to, leadership development and supportive

services activities; regular contact with the participant, his employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups; adult mentoring; tracking the participant's progress in employment after training.

- 1.17 Incumbent worker: An individual that is currently employed and in need of additional training to obtain higher paying position or retain employment.
- 1.18 Individual Employability Plan (IEP): The basic instrument for the Administrative Entity to record the decisions made relative to the combination and sequence of services that will be provided to a participant based on an objective assessment. When applicable, this information will be entered into the EDP section of the MCOWD case management system.
- 1.19 Individual Referral/Open Entry: Referral of participants by an Administrative Entity to Subcontractors (training providers) on an individual basis or an open enrollment process.
- 1.20 **Individual Training Account (ITA):** A separate account established by the Office to pay for an eligible participant's occupational training programs in accordance with **WIOA** and NJ Dept. of Labor and Workforce Development (NJDLWD) and/or Office procedures. Eligible participant must be 18 years of age or older.
- 1.21 **Internship (includes externship): A temporary short term job/position with an emphasis on obtaining new skill sets which is not considered employment and can be paid or unpaid.**
- 1.22 **MIS:** Management Information System unit which is used to collect enrollee, program operator and performance data.
- 1.23 **Monitoring:** The act of observing and checking the progress and/or quality of program and its services.
- 1.24 Non-traditional Employment: As applied to women, an occupation wherein women comprise less than 25% of the individuals employed in that occupation or field of work.
- 1.25 Occupational Training: A planned, systematic sequence of instruction or other learning experience on an individual or group basis under competent supervision, which is designed to impart vocational/occupational skills, knowledge, or abilities to prepare individuals for suitable and self-sufficient employment.
- 1.26 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 a GED/HSE but is basic skills deficient, underemployed or unemployed or is a limited English speaking learner.
- 1.27 Orientation period: This is the first ten (10) consecutive full program days of approved enrollment within an approved training program, wherein the training provider and student determine suitability of student and program respectively. There is no financial obligation on the part of the student or the MCOWD including but not limited to any costs, tuition, registration fees, or books during this period. Said financial obligation on the part of MCOWD shall only commence upon completion of 11 consecutive full program days of an approved enrollment where the student is now considered a registered participant.
- 1.28 Participant: An individual who has been deemed eligible and approved for participation in employment or training related activities as authorized by the Office. A Participant and vendor must have received

such authorization prior to his or her actual commencement of any said activity. (A Participant may also be referred to as a "Customer" within the context of this agreement).

- 1.29 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, retention and/or other follow-up services.
- 1.30 Performance Measures: Core performance measures established by the U.S./NJ Department of Labor/County of Middlesex by which Administrative Entities and training providers will be measured on their success.
- 1.31 Placement: This event occurs when a participant, after receiving WFNJ/GA/SNAP/WIOA/WDP authorized and paid training services, is placed into unsubsidized employment in a training related field (within same NACIS umbrella category) for not less than 25 hrs. per week minimum **and** at not less than the negotiated contract minimum wage within the 91st – 180<sup>th</sup> day after completing the occupational training program. For a youth participant, a positive placement may also include being placed in post-secondary education or the military.
- 1.32 Program Exit: The point in time wherein a participant does not receive any WFNJ/GA/SNAP/WIOA/WDP or funded partner(s) service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the participant has exited for the purpose of performance /indicators/measures.
- 1.33 Registered participant: A customer that has been approved, certified as eligible, and authorized **IN WRITING** to enroll by the MCOWD, into a training program and is considered, upon attending the consecutive eleventh (11<sup>th</sup>) full day program (after the 10 consecutive ACTIVE full program days of ENROLLMENT, orientation and attendance), a registered participant and for whom a financial obligation now commences and exists in accordance with Schedule A. If a student drops out on or before the tenth consecutive full program days, there will be no payment on the part of the County for said individual. **PROVIDERS MUST OBTAIN A WRITTEN APPROVAL FOR ENROLLMENT PRIOR TO START DATE FOR A FINANCIAL OBLIGATION TO EXIST.**

**NOTE: If a training program is identified as having a completion day of less than 30 business days, then the standard 10 consecutive business days for orientation and financial obligation will not apply. Instead a financial obligation will commence based on the length of the program as follows: a) Programs of 1-5 business days, must attend 2 consecutive program days; b) 6-10 business days must attend 3 consecutive program days; c) 11-30 business days must attend 5 consecutive program days, before a financial obligation exists for benchmark payment(s) of said training.**

- 1.34 Skill Attainment: The level of achievement or performance that a participant is expected to attain through classroom training. Skills must have a satisfactory measurable level of achievement or grade of "C" or better per course. If vendor requests an extension of time in a timely manner per the MCOWD procedure, for a registered participant's training contract, and said extension is granted in writing, vendor acknowledges there will be no further compensation for said extension of the training period.
- 1.35 Subcontractor: The entity that receives WFNJ/GA/SNAP/WIOA/WDP funds from the County and is responsible under the terms and conditions of this Agreement, for all programs/activities contracted for pertaining to these funds. Note that a Subcontractor is also known as training vendor or service provider within the context of this Agreement.

- 1.36 **Suspension:** The suspension of a contract, by the County, is an action which temporarily suspends financial assistance or services under the Agreement until a specific matter is resolved or the contract is terminated.
- 1.37 **Termination:** The termination of a contract means the cancellation of financial assistance obligation by the County, in whole or in part, at any time prior to the date of completion pursuant to the provisions of this Agreement.
- 1.38 **Third Party Contractor:** The entity that a Subcontractor may subcontract its responsibilities, in whole or in part, under this contract with PRIOR written County approval.
- 1.39 **Training:** A planned, systematic sequence of instruction or other learning experience undertaken by an individual or group under competent instruction and supervision, which is designed to impart vocational/occupational skills, knowledge, experience or abilities and where applicable a credential/certification/license which prepares individuals for suitable self-sufficient employment.
- 1.40 **Unsubsidized Employment:** Full or part time employment (at least 25 hours) not financed from funds provided under the Act, or other government based and funded projects which meet the contractual minimum wage of the MCOWD Schedule A sub-agreement.
- 1.41 **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.
- 1.42 **Work First New Jersey (WFNJ):** As per New Jersey public law, this is a welfare reform program that requires non-exempt persons receiving public assistance, including Temporary Assistance to Needy Families, Food Stamps/SNAP and/or General Assistance, to participate in programs/activities which help to secure employment, and thus reduce and/or eliminate the need for public assistance.
- 1.43 **Work Readiness:** Skills which sometimes are called “soft skill,” employability skills or job readiness skills, but which have many common elements. They are foundational skills an individual possesses to be successful in finding and maintaining employment.
- 1.44 **Workforce Development Area:** A designated service delivery area approved by the Governor as per the Workforce Innovation and Opportunity Act (WIOA). Middlesex County is a designated workforce development geographic service delivery area.
- 1.45 **Workforce Development Program (WDP):** A funding stream received from NJLWD to fund training services for dislocated workers.
- 1.46 **Workforce Development Board (WDB):** As required under the Act 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.
- 1.47 **Workforce Innovation and Opportunities Act (WIOA):** 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.”

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

**ARTICLE 2 – GENERAL TERMS AND CONDITIONS**

- 2.1 This Agreement shall cover the funding cycle of July 1, 2016 to June 30, 2017 unless otherwise terminated or extended in writing for an additional term. It shall include this agreement and incorporates by reference the approved Schedule A per participant and the provisions set forth therein. Should a new contract for services not be executed by July 1, 2017, 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.
- 2.2 The duration of this agreement, unless otherwise terminated or extended in writing for an additional term, is for a one year term commencing Program Year 2016 and shall include all of the provisions contained and incorporated in this contract, inclusive of those provisions/guidelines agreed to or promulgated by the USDOL, SETC, NJDOL, NJWFNJ, and NJDOE and incorporated by reference herein, including the provisions contained in the service provider LWD application.
- 2.3 The obligations of the County are subject to the appropriation and availability of sufficient federal or state funds for the contract period of July 1, 2016 to June 30, 2017.
- 2.4 Subcontractors agrees to comply with all applicable County, State, and Federal laws, statutes, policies, procedures, directives, rules, and regulations, including the Workforce Innovation and Opportunity Act of 2014, WFNJ/GA/SNAP, WDP and all related program codes, statutes, laws, rules, regulations, policies, guidance, directives, procedures and amendments thereof. Subcontractor also 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.
- 2.5 The Subcontractor shall be responsible for the provision of training services pursuant to aforementioned regulatory language and authorities. The Subcontractor assures that, consistent with the Act, it has been determined as eligible to provide training services by the SETC/NJDLWD 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 Eligible Training Providers List at time contract commences and maintain its eligibility throughout the contract period.
- 2.6 The Subcontractor shall comply with the Non-Criminal Complaint/WIOA 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. 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/WFNJ/SNAP/GA/WDP participant, reason for grievance and summary of resolution. Copy should be forwarded to the County Office of Workforce Development on a quarterly basis.
- 2.7 The Subcontractor will offer those course(s) or programs approved by the State of New Jersey and/or Middlesex County Office of Workforce Development (MCOWD) in a manner that is consistent with such approval, and assure that all courses or programs offered are provided to eligible WIOA, WFNJ/GA/SNAP, WDP registered participants under the criteria and cost established for the given site, course or program and provisions herein.

- 2.8 Services and Performance – Subcontractor agrees to provide services as per each participant sub-agreement, identified herein as a Schedule A. 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 sub-agreement and will immediately report any conditions that may adversely affect performance to the County as soon as they become known.
- 2.9 The Subcontractor agrees to provide the services contained herein and per each Schedule A sub-agreement and to undertake efforts to coordinate services among other WIOA/WFNIJ/SNAP/GA/WDP partners and community service partners as necessary.
- 2.10 Subcontractor will be responsible for providing the approved training Program, at the approved costs, per Section J and related Statement of Work services as provided on the ETPL program description, with any amendments submitted and approved in writing by LWD/MCOWD, which is incorporated by reference herein. Subcontractor shall also ensure compliance with the individual Sub-Agreement and the provisions contained within this agreement including but not limited to:
- a. **IN ADDITION TO THE APPROVED TRAINING PROGRAM, VENDORS WILL BE REQUIRED TO INCORPORATE A WORK READINESS MODULE OF 20 HOURS AND PROVIDE A CERTIFICATE OF COMPLETION. MODULE SHOULD INCLUDE WORK ETHICS AND “SOFT SKILLS” AS A PART OF THE OVERALL TRAINING PROGRAM. ORIGINAL CERTIFICATE MUST BE PROVIDED TO THE MCOWD PROGRAM MONITOR UPON PROGRAM COMPLETION AND COPY ATTACHED WITH LAST FISCAL BENCHMARK PAYMENT REQUEST.**
  - b. Provider shall adhere to the rules, regulation, policies and procedures as established by the MCOWD, State or Federal Government for employment and training related programs and services.
  - c. Return the executed Schedule A per participant within **one (1) week** of its receipt AND be in compliance with the accepted proposed program as specified in section J of ETPL including defining the “Other”, the master contract & Schedule A provisions, Assurances and Certifications.
  - d. **ALL TRAINING VENDORS MUST VERIFY PROGRAM APPROVAL BY SUBMITTING WITH THE EXECUTED MASTER AGREEMENT THE REQUIRED NJDLWD ETPL PROGRAM CERTIFICATION LETTER STATING APPROVAL OF PROGRAM AND TIME PERIOD FOR SAID APPROVAL INCLUDING ANY SUBSEQUENT AMENDMENTS. FAILURE TO SUBMIT THIS SHALL RESULT IN OUR INABILITY TO MAKE ANY PARTICIPANT REFERRALS OR PAYMENTS.**
  - e. Maintain upon participant program enrollment, daily attendance records/participant time sheets for WIOA registered participants when classes are in session, (whether adult or youth they must be signed daily with original signatures, ONLY when in classroom attendance and SHOULD NOT include lunch or breaks) or if a TANF participant, then submission of an E-Time Sheet in accordance with MCOWD policies and adhere to the attendance policy as stipulated in this Master Agreement. SEE TANF E-TIME SHEET INSTRUCTIONS WHICH ARE ATTACHED AS ATTACHMENT B-1
  - f. Shall assist the registered participant in SUBMITTING a FAFSA and applying for financial aid to offset any training/educational cost or expenses, including tuition. **VENDOR SHALL ADVISE THE MCOWD FISCAL OFFICE OF ANY AND ALL FINANCIAL AID RECEIVED BY THE INSTITUTION ON BEHALF OF THE REGISTERED PARTICIPANT IMMEDIATELY UPON RECEIPT OF INFORMATION.**

- g. Shall apply, upon receipt, any financial aid received TO TUITION, prior to applying the WIOA or TANF financial ITA assistance. If sufficient financial aid is received, or should only a part of the WIOA grant be required, the vendor shall immediately notify the MCOWD fiscal office in order to modify the financial obligation of the Office towards the registered participant's training program.
- h. Meet the benchmarks as stipulated in the particular registered participant Sub-Agreement/Schedule A.
- i. **Training provider vendors with executed Schedule A/Individual Training Account shall ensure participant complies with the benchmark attendance policy as follows:**
  - i. **Training Programs with 600 hours or more, student must attend 80% of the classes.**
  - ii. **Training Programs with less than 600 hours, student must attend 90% of the classes.**
- j. Training vendor will, whenever possible, be flexible with program hours and attendance and allow registered participants who are absent from class to make up the class or allow evening participation in order to achieve the individual's program completion per the registered participant Sub-Agreement.
- k. **On-line course** must be approved as an ITA and must be on the ETPL. The training provider personnel must meet face to face with each participant referred by MCWOD at least twice during the time the participant is completing course work for the ITA. Training provider should put the number of hours on the ETPL that is appropriate for the majority of students. It is recommended that in the comment section the provider indicate that some students may complete the course in fewer hours and some may need more hours due to the individual's skills and learning pace. There will be two benchmarks for on-line courses. First benchmark will be submitted for payment when the participant has completed the course. Second benchmark voucher will be submitted when the participant has obtained employment per the terms of the contract. Our contract Schedule A with the training provider for on-line courses will note that a participant must complete at least 40 hours before we are obligated to pay any part of the course cost. We will divide the cost of the course as noted on the ETPL by the number of suggested hours noted on the ETPL to arrive at a cost per hour. If the participant drops out prior to completing the full course, then based on a minimum of 40 hours, any additional hours completed will be paid the respective hourly rate
- l. Provide where feasible assistance to students who need extra assistance to maintain a "C" or better grade. However, should a student fail a course, and have to retake the same course matter, MCOWD will not pay for the retaking of said course and will consider retake cost as part of the overall program payment to provider since it is expected that provider will ensure a minimum of a "C" or better grade.
- m. 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.
- n. **EXAM FEES** shall be per the ETPL Section J, cannot exceeded the actual exam cost, and vendors must assist in registering the applicant for exam(s) within 90 days from end of program completion. Submission by vendor for exam reimbursement fee shall be within 30 days of payment with the proper receipt reflecting payment for said individual. **If an exam must be taken for the credential/certificate or license, subcontractor must separate this cost out on the invoice and it will only be paid this fee upon submission of either an official registration form confirming the registrant's name, type of test, date exam to be taken, and fee paid; if no OFFICIAL registration form is provided by the Examining entity, then a self-certification executed and dated by participant must be submitted by vendor attesting to the registration of an exam for said participant, the date taken or to be taken along with copy of payment source. If vendor cannot pay the exam fee and it is not part of the section J, vendor must notify the MCOWD counselor 90 days prior to program completion date in**

order to have ample time to process the registration and exam payment. Please further note that you must itemize the costs referred to as "other" in detailed as per the approved Section J of the ETPL list. If the cost/item is not listed there, then LWD has not approved this, and the County will not pay for said expense/item.

- o. At no time should a participant be paid directly for the exam fee. mcowd may reconsider this policy under special circumstances, on a case by case basis. it will require notification to mcowd counselor with the pertinent documented information within 7 days of when an issue arises regarding how to process payment.
- p. Exam should be scheduled to be taken within 30 days of program completion or the next earliest available date whichever comes first, preferably no more than 90 days after program completion. this info shall be forwarded to the mcowd counselor for documentation in the record within 7 business days of exam registration. students will be entitled to only one paid exam fee per test.
- q. If the registered participant is in a credential/certificate or HSE program, vendor must FOLLOW UP, obtain and submit proof of credential or certificate to the MCOWD as soon as possible, but no later than TWELVE (12) months after program completion by the participant.
- r. Ensure twelve months of follow up services is provided for applicants under WIOA funded program, if appropriate.
- s. Maintain and submit monthly registered Participant Enrollments and submit Monthly Progress Reports for each participant enrolled in WIOA funded programs, (see attached form A-1) TANF, WDP, or Youth. Submit invoices and payment vouchers in accordance with standards and policies established by  
The MCOWD and the Payment Schedule within the respective registered participant Sub-Agreement within 15 days after each benchmark is achieved.
- t. Conduct periodic, internal program monitoring and evaluation.
- u. Provide job development and placement services to all registered participants to commence at least 45 days before they are scheduled to complete the programs and continue said service to ensure job placement is obtained within 91<sup>st</sup> - 120 days of last class date/program completion. This shall include that all graduates register at Career Connections, formerly Jobs4Jersey and upload at On Ramp their current resume which includes the newly acquired skill sets provided through the subcontractor training program.
- v. Implement, when applicable, corrective action plans as required and/or recommended by MCOWD.
- w. Comply, with the SETC/NJDLWD training provider requirements for yearly eligibility and maintenance on the State Eligible Training Provider List (EPTL), as well as responsibilities outlined therein.
- x. Participants placed in employment must be placed with a minimum requirement of a 25 hour work week at the contractual minimum hourly work rate in a field related to the training obtained, per the registered participant Sub-Agreement.
- y. Vendors are responsible for a **minimum 70% employment placement rate** per program classification. Vendors should use for monitoring purposes the electronic form developed by the County MIS office to ascertain their status at all times in order to avoid any referral holdbacks.
- z. **TRAINING VENDOR MUST ENSURE THAT IT SUBMITS REGULARLY UPDATED REGISTERED PARTICIPANT INFORMATION, SUCH AS CURRENT HOME ADDRESS, PHONE NUMBERS AND EMAIL ADDRESS. THIS INFORMATION SHOULD BE UPDATED PERIODICALLY USING THE PARTICIPANT'S TIME SHEET FORM SUBMITTED TO THE MCOWD FISCAL OFFICE.**
- aa. Subcontractor must comply with submitting all placement information on the appropriate form(s) to the FISCAL and MIS units irrespective of who obtained the placement and when

**the placement benchmark was achieved in order to ensure compliance with the 70% placement rate.**

bb. **Vendor must comply with and submit copy of NJ ELEC Form “BE.”**

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

- a. Approval of intake, certification, eligibility and assessment of participants.
- b. Approve prior to commencement of program all eligible participants for enrollment.
- c. Monitor and evaluate the training provider and programs compliance and outcomes.
- d. Providing technical assistance for contract compliance, or corrective action.
- e. Provide a copy of the applicable regulations governing the WIOA program, upon request.
- f. Provide payments to vendor only if Schedule A has been returned and executed in accordance with this agreement and the Schedule A benchmarks. (Please note that payments include but are not limited to tuition benchmarks, books, lab fees, and a reasonable and appropriate exam registration fee in accordance with aforementioned exam fee provision. (All program and exam Fees must be approved and reflected on the ETPL to be considered. MCOWD will only pay once for each type of exam per customer; a customer who fails to pass the exam will not be considered for a second fee for the same exam.)

2.11 **It is understood that the County and the Middlesex County Office of Workforce Development is under no obligation to provide or refer any number of participants to the Subcontractor, nor to guarantee any minimum funding under this contract.** However, should a participant be referred, it shall accept the participant, after careful assessment for appropriateness into program, upon the terms and conditions of this agreement. All participant information must be kept confidential unless released by the participant in writing.

2.12 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. In accordance with the national Labor Relations Act, 29 U.S.C.A. 152 (2) and State law NJSA 34:13A-1 et. Seq., and any amendments therein, 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.

2.13 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.

- 2.14 Equal Opportunity Bulletin 03-2001 “Equal Opportunity Initial and Continuing Notice” instructs that all publications, brochures, broadcasts and other communication developed for WIOA Title I financially assisted programs or activities must contain a standard tag line in English and Spanish. Equal Opportunity tag line translation when publishing documents for your agency is :“(Insert your Agency name) is an equal opportunity employer with equal opportunity programs. Auxiliary aids and services are available upon request to individuals with disabilities.”

“(Insert your Agency name) es un patrono que provee igualdad en la oportunidad de empleo, con programas de Igualdad de oportunidad. Ayuda auxiliar y servicios estan disponibles cuando son solicitados por individuos incapacitados.”

(Note: Where a telephone number is included on publications, a TDD/TYY number or equally effective means of communication with individuals with hearing impairments must also be included.)

- 2.15 Each Subcontractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1. 5.16. for the Participant Grievance and Hearing Procedures; the laws, rules, directives, procedures and regulations dealing with discriminatory acts and practices. Grievance and Hearings Procedures for participants 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 participant, reason for grievance and summary of resolution. Copy should be forwarded to the County Office of Workforce on a quarterly basis.

2.17 **CURRICULUM REQUIRMENTS FOR CDL VENDOR TRAINING PROGRAMS**

**ANY AND ALL TRAINING VENDORS THAT WISH TO ENTER INTO A CONTRACT WITH THE MIDDLESEX COUNTY OFFICE OF WORKFORCE DEVELOPMENT FOR ANY TYPE OF CDL TRAINNG PROGRAM MUST AGREE TO ACCEPT, UTILIZE, PROVIDE AND ADHERE TO THE ATTACHED APPROVED CDL TRAINING CURRICULUM (INCORPORATED AS PART OF THIS AGREEMENT FOR CDL PROVIDERS) IN ORDER TO RECEIVE PAYMENT FOR SAID TRAINING SERVICES TO WIOA/WFNJ/SNAP/GA/WDP REGISTERED PARTICIPANTS. PLEASE REVIEW SAID CURRICULUM, AS EXECUTION BY VENDOR OF THIS MASTER AGREEMENT IMPLIES REVIEW OF, AGREEMENT AND CONSENT TO ADHERE TO THIS CURRICULUM. THE CDL CURRICULUM HAS BEEN ATTACHED AS ATTACHMENT C-1, HOWEVER, WE ANTICIPATE THAT GIVEN THE NEW CHANGES, A MODIFICATION WILL BE ISSUED AND BECOME A PART OF THIS AGREEMENT.**

- 2.18 The Workforce Investment Board and the Middlesex County Office of Workforce Development reserve the right to make changes to policies, procedures and directives based on clarifications or modifications in the rules, regulations, statue, Act, legislation or guidance provided by the County, State or Federal Government regarding implementation of the Workforce Innovation & Opportunity Act of 2014.

**ARTICLE 3 – APPLICATION OF PELL AND OTHER GRANTS FOR ITA PARTICIPANTS**

- 3.1 Subcontractor shall, if applicable, assist all referred and registered participants with the submission of the “Financial Application for Federal Student Aid (FAFSA)”, assist in applying for a PELL Grant and any other financial aid available. **The Subcontractor ensures that funds authorized through this**

**Agreement are in addition to, and not to supplant, funds otherwise available to participants.** The Subcontractor shall be responsible for informing the County Office of Workforce Development, of the amounts and disposition of any Pell, HEA Title IV awards, and any other type of grant and financial aid made available and granted to each registered participant.

- 3.2 A Subcontractor will, IF APPLICABLE, utilize first the registered participant's PELL or OTHER grant award to defray the cost for Tuition, any tools, uniforms, or student expenses or other supplies approved under this Agreement before applying WIOA funds.
- 3.3 **It is the Subcontractor's responsibility to notify the County, in writing within ten (10) days of vendor's receipt, of each registered Participant's actual PELL grant and any other grant or financial assistance award received for each student accepted under this agreement, or the lack or ineligibility for same.**

#### **ARTICLE 4 – PAYMENT CONDITIONS AND REQUIRED DOCUMENTATION**

- 4.1 The County, as Grantor or its fiscal/administrative designee, shall pay the Subcontractor, as per the services rendered, in accordance with the County Uniform Claims Procedure, upon the submission of a completed Middlesex County Miscellaneous Voucher, per the prices and costs stipulated and agreed upon, on a Cost Reimbursable and/or a Performance Based payment schedule, per each registered participant served or classroom program, in accordance with the individualized Schedule A as applicable, and the state ETPL program approval which is incorporated by reference herein.
- 4.2 No funds under this contract may be used for purposes other than employment and To Work 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.
- 4.3 Funds under this agreement shall be used for the sole intent of the contracted program/training services.
- 4.4 Subcontractor is responsible for maintaining a written policy regarding the subject of employee leave accounting and ensures it is implemented and enforced for employees funded under this agreement.
- 4.5 Subcontractors, shall where appropriate, have a written policy regarding severance pay. The County retains the right to determine whether payment, costs/rates within this category are excessive. Before any such payment is issued, subcontractor must provide a written request for approval of such severance payment.
- 4.6 Subcontractor shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the policy and the County retains the right to determine whether costs/rates within this category are excessive.
- 4.7 Subcontractor must ensure that, if applicable, costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Written policies must be

established and be consistent with that of the NJ Dept. of Labor and Workforce Development. The County retains the rights to determine whether costs/rates within this category are excessive. Travel will only be reimbursed at the rate the County has established per mile but no higher than the IRS guidelines. At the County's discretion, and only with prior approval, will there be an allowance for expense reimbursements for overnight accommodations of in-state events.

- 4.8 Subcontractor agrees that funds used under this agreement are only for the benefit of the program and its clients. 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.
- 4.9 No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the State of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount.
- 4.10 Cost Reimbursement payments shall be made on a cost reimbursement basis for actual, supported by source documentation, reasonable, necessary and allowable costs. Reimbursement payment requests must be in detail with all supporting documentation, (only grades of "C" or better is accepted as meeting competence attainment in the subject matter and for which benchmarks will be paid). It must include any required **ORIGINAL signatures by the participant**, TIME SHEETS FOR STAFF AND REGISTERED PARTICIPANTS. NO PAYMENT WILL BE MADE FOR LUNCH TIME OR INTERMITTENT BREAKS. Documentation must be accompanied by a completed Middlesex County Miscellaneous Voucher. Requests for final billings must be submitted within sixty (60) days of the last day of program completion. Requests beyond these periods will not be honored.

FOR TANF PARTICIPANTS, VENDOR MUST COMPLY WITH THE E-TIME SHEET INSTRUCTIONS AND PROGRAM REQUIREMENTS. SEE ATTACHMENT B-1

- 4.11 Performance Based payment requests must be accompanied by a completed Middlesex County Miscellaneous Voucher and all supporting source documentation such as performance benchmarks achieved, progress, and/or grade levels achieved by COURSE, (only grades of "C" or better PER COURSE COMPLETED is accepted as meeting competency attainment in the subject matter and for which benchmarks will be paid). Attendance reports/timesheets must have ORIGINAL signature of STAFF AND REGISTERED PARTICIPANTS, (NO PAYMENT WILL BE MADE FOR LUNCH TIME OR INTERMITTENT BREAKS) and be submitted within fifteen (15) days of achievement of the scheduled benchmark payment. Benchmark payments are contingent upon meeting the specified benchmark and grade within the designated timeframe or no payment shall be issued for said benchmark. Requests for payment of final billings must be submitted within (60) days of the last day of program completion or be subject to forfeiture of payment. Vouchers must be submitted in accordance with all other standards and policies established by the Middlesex County Office of Workforce Development.
- 4.12 The County reserves the right to request additional documentation as it deems necessary to verify the Subcontractor's compliance with program services, student or vendor expenditures/financial/programmatic costs, performance standards, staff time/payroll, 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 County may result in loss of payment by the County to the Subcontractor.

- 4.13 Services rendered or any financial costs (tuition, books, registration fees, etc) incurred starting prior to the eleventh consecutive day of attendance by an enrolled participant or ending after the registered participant's term stated on this agreement shall not be compensated or reimbursed.
- 4.14 The County will earmark 20% of the program tuition as a "holdback" for purposes of ensuring that subcontractor will provide post-program placement services to ensure participant is placed in employment at the rate established within the participants sub-agreement (Schedule A) in accordance with the established timeframe. If the placement benchmark is not achieved under the terms of this agreement by the subcontractor, said subcontractor acknowledges, it CANNOT AND SHALL NOT pursue any legal recourse for payment of any holdback against the participant for this benchmark. Placement is a training provider's responsibility. If subcontractor attempts to do a collection or take legal action against the student, it shall be in breach of this agreement and will be placed on a HOLD REFERRAL status until such time as this matter is resolved.
- 4.15 The Subcontractor is liable for the return of any payment received from the County that the County, State, Federal government has determined to be an over-payment, disallowed cost/payment, or unauthorized, improper or illegal or due to misfeasance or malfeasance by either the subcontractor or its third party contractors; the County, 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 County shall move to institute any legal proceeding, and/or seek all remedies allowed under this contract and/or by law.
- 4.16 Any issues concerning vouchers and/or financial obligations due by the MCOWD under this Agreement/Schedule A, must be directed to the Middlesex County Office of Workforce Development fiscal staff, and not to the enrolled or registered participant receiving services under this Agreement. Participants are not to be billed or litigation commenced for services rendered or to be rendered pursuant to the terms and services of this agreement.
- 4.17 The Subcontractor agrees to submit an annual financial statement upon request, showing in detail the items of funds received and disbursed during the contract year by it and/or its third party contractors. Said statement to be submitted no later than sixty (60) days, unless otherwise provided, after the end of the Subcontractors fiscal year.
- 4.18 The Subcontractor agrees to permit and cooperate with any authorized Federal/State/County representative to visit its and/or its third party contractors' facilities and operation for service and contract monitoring and evaluation purposes, technical assistance and/or audit. They shall be allowed to examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel and participants, conditions of employment, and other data relating to all matters covered by this Agreement, including computerized and magnetic records. The Subcontractor also agrees to insure that their third party contractor, including worksites, fully cooperate with the agencies performing site visits and inspections.
- 4.19 The County, as Grantor or its fiscal/administrative designee, the Office of Workforce Development, the state of NJ or the Federal Dept. of Labor, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as

may be required. When a site visit is made by the County/State/Federal governments, on the premises of the Subcontractor or third party contractor under this Agreement, the Subcontractor/third party contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.

- 4.20 **The Subcontractor agrees that all records pertinent to this Agreement, as well as those of third party contractors, including financial, statistical, property and participant, 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. Records under this Agreement will be retained beyond the seven (7) years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. If the Subcontractor/third party contractor is unable to retain the necessary registered participants and financial records under this agreement beyond four (4) years, or if the Agreement is terminated for whatever reason, the Subcontractor shall arrange to transfer such records to the County as the grantor. 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.**
- 4.21 Subcontractor must comply with laws, regulations and policies regarding the New Jersey Public Records Law. Subcontractor understands that all 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. Subcontractor agrees that records shall be kept safe from fire, theft, and water damage and shall be properly identified.
- 4.22 Subcontractor agrees that it will maintain a documented financial management system that is committed to a document and conforms to application federal, state laws and general accepted account principles. Funds will be expended only in a manner consistent with the applicable legislation and all pertinent rules, policies, directives and regulations, as promulgated, and amended from time to time. No activities under this Agreement may be used to support any religious or anti-religious activity.
- 4.23 The Subcontractor will maintain all accounting systems and 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. Maintenance of 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. All disbursements are to be documented by evidence of actual purchase of goods and services; any discrepancy that leads to a disallowed cost under this grant will become a liability to the subcontractor and subcontractor is accountable for reimbursement of the amount disallowed, misspent, mismanaged, fraudulently encumbered or otherwise obtained in an unauthorized or fiscally sound manner.
- 4.24 The 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. Maintenance of 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. All disbursements are to be documented by evidence of actual purchase of goods and services; any discrepancy that leads to a disallowed cost under this grant will become a liability to the subcontractor and subcontractor is accountable for

reimbursement of the amount disallowed, misspent, mismanaged, fraudulently encumbered or otherwise obtained in an unauthorized or fiscally sound manner.

- 4.25 The Subcontractor will maintain an effective control over accountability for funds, property, and other assets under this Agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes per this agreement. Any fraud or suspected fraud involving grant funds must be reported to the County within 48 hours of its discovery.
- 4.26 The Subcontractor assumes liability for its actions and the actions of its Board officials, employees, third party contractors, volunteers, agents or anyone working on behalf of the Subcontractors, under this Agreement. If the Federal Government, the State of New Jersey, or the County demands repayment of the funds from the Subcontractor as a result of Subcontractor/third party contractor violations of any applicable legislative or governmental rules, policies, directives and regulations or Agreement provisions, the Subcontractor agrees to repay the County the amount of funds directly related to the violations, including the cost of recovery. The Subcontractor shall not be held liable for violations incurred as a direct result of following the County's written instructions.
- 4.27 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.
- 4.28 The Subcontractor shall impose no other fees, cost or charges of any kind upon the recipient of these services except as provided under this contract/Schedule A and where applicable the SETC Eligible Training Provider List provisions/approval. It shall also agree to not pursue any type of action, legal or equitable, against a duly registered and enrolled participant under a Schedule A pursuant to this agreement, for any "placement holdback benchmark" if such holdback has not been paid by the County due to non-compliance by vendor with said benchmark.
- 4.29 Subcontractor must 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). Said form must be filled in accurately and executed by the appropriate authorized person. If the vendor fails to file such statement with the NJ ELEC and to submit a copy to the County, the County will have the right to withhold and suspend this Agreement and all payments until full compliance is made and preclude the vendor from bidding or receiving the award of other contracts. Form BE is available at [www.elec.state.nj.us](http://www.elec.state.nj.us)
- 4.30 Procurement by subcontractor or its third party contractor of supplies, equipment, property and other services with funds provided by this agreement, if given prior County Approval, shall be accomplished in a manner generally consistent with federal and state and local requirements. 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.

Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps taken to ensure that such steps have been taken. Subcontractor is responsible and accountable for all equipment and property purchased by it or third party contractor with funds under this agreement. A current inventory of such

property and equipment, with a value of \$1,000 or more, shall be maintained by the subcontractor/subcontractor. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19 and subcontractor and its third party contractor(s) shall follow these procedures. Subcontractor /third party contractor agree to provide the same security and safekeeping measures for property paid for under this agreement as the subcontractor provides for the same or similar property owned by the subcontractor/third party contractor.

- 4.31 If performance of services, program components, benchmarks, and satisfactory grade achievement or performance measures are not met, a corrective action plan will be requested. If within 30 days no significant improvement is shown, the County shall have the right to withhold funds, reduce funds, de-obligate and/or terminate the contract.
- 4.32 The obligations of the County are subject to the appropriation and availability of sufficient federal or state funds for the contract period of July 1, 2016 to June 30, 2017.

#### ARTICLE 5 - AUDIT/MONITORING

- 5.1 The County will review subcontractor for programmatic, financial and performance integrity. Entities receiving training contracts in an aggregate of \$50,000 a year, whether through one or multiple agreements, will be monitored periodically. Monitoring visits will be documented and retained. If program costs/participant costs, performance and goals are not satisfactorily being met, the County/MCOWD reserves the right to require a corrective action plan, and should the subcontractor not submit or implement the plan satisfactorily within 30 days, the County/MCOWD shall have the right to terminate the contracts in accordance with the terms of this agreement. Upon submission, review and approval, subcontractor will continued to be monitored to ensure said deficiencies have been rectified.
- 5.2 At any time during the Contract term, the Subcontractor may be subject to audit by the County, by 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. The 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. All such audits will be performed on an organization-wide basis.
- 5.3 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, which is later. 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 County 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.**

The Subcontractor will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that Subcontractors also maintain records which are source document and auditable. The Subcontractor is responsible for any disallowed costs or payments resulting from

any audit or identified exceptions incurred by its own organization or that of its subcontractors. Shall comply with all provisions herein, the laws, rules and regulations include, but are not limited to the following:

- i. Federal Office of Management and Budget (OMB) documents:  
<http://www.whitehouse.gov/omb/circulars>.
- ii. New Jersey Department of the Treasury, Office of Management and Budget documents:
  1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:  
[http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).
  2. State Grant Compliance Supplement:  
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.

- 5.3 The subcontractor shall permit County staff and designated agents (federal/state) to have regular, continuing personal contact and communication with participants and provider staff at service and/or other sites in a manner that minimally disrupts the services and activities at these sites.
- 5.4 Audit requirement: Will cause to be performed the required financial and compliance audits in accordance with Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards. **A separate line item reflecting revenue and expenses for this particular grant must be reflected in Subcontractor's yearly audit/financial statements as required by the Federal government.**

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by LWD or their designees and authorized agents.
- B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subcontractors.
- C) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of LWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all workpapers that support or address any and all findings that are in regards to LWD funds.

The following sections F to L pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits

performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program’s statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.

I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department’s Office of Internal Audit.

J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.

K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.

L) Grantee single audit reports must include a supplementary schedule of the entity’s state grant and state financial assistance programs. This schedule must show for each program:

- i. State Grantor Organization;
- ii. Program Title/Name;
- iii. State Grant Award Number or Account Number;
- iv. Grant Award Period;
- v. Fiscal Year Grant Expenditures;
- vi. Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:

- A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
- A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;

- A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

- 5.5 Subcontractors agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the County, State, or Federal government.
- 5.6 The County reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the Office.
- 5.7 The County reserves the right to accept alternate assurances of Subcontractor compliance in the event an independent audit cannot be provided.
- 5.8 New Jersey Department of the Treasury, Office of Management and Budget documents: Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).

#### **ARTICLE 6 - BONDING AND INSURANCE**

- 6.1 The Subcontractor will ensure that it and any approved third party Subcontractor 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 for staff owned vehicles used on the job which participants or staff persons paid under the terms of this Agreement drive or are driven.**
- 6.2 The 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. The bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The surety bond must ensure faithful performance by the service provider. **[Copies shall be forwarded to the Grantor within 10 days of contract execution or contract shall be null and void.]**
- 6.3 The Subcontractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes, County requirements and WIOA, WDP, TANF rules, policies, procedures, directives and regulations.
- 6.4 Wage and Hours Standards, Workers Compensation, Child Labor Laws and Employer Liability and General Liability Insurance. The 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, as well as a separate Performance Surety Bond to ensure contract performance. A copy of each policy shall be forwarded the County within ten (10) days of contract execution. Failure to do so may result in contract termination.

The county 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.

- 6.5 The Subcontractor must obtain and maintain a TUITION bond ensuring performance of this contract. The bonds shall be acceptable to the County and issued by a recognized Surety Company licensed in the

State of New Jersey. **The minimum is \$10,000 unless otherwise notified by the MCOWD.** The bond must ensure full performance by the service provider and provide for the County of Middlesex as the insured. **[ORIGINAL shall be forwarded to the County within 10 days of contract execution or contract shall be null and void.]**

**IMPORTANT NOTE: THIS BOND IS SEPARATE AND IN ADDITION TO THE ONE REQUIRED BY THE STATE OF NJ.**

- 6.6 The Subcontractor(s) must provide Worker's Compensation for enrolled or registered participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any enrolled or registered participant injured at any work or classroom activity or training site. Insurance shall be in accordance with NJ State law and 20 CFR 629.22 and 629.33 or any amendments thereafter.
- 6.7 The 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. Policy shall be comprehensive form general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage and liability coverage. **The County shall be listed as an additional insured. A certificate of said coverage shall be forwarded to the County, within ten (10) days of contract execution and shall also provide for a thirty (30) day written notice in the event of cancellation. Failure to provide a certificate for said coverage shall be grounds to nullify and void the contract.**
- 6.8 In case of default by a Subcontractor, the County and/or MCOWD 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 MCOWD.

**ARTICLE 7 – AMENDMENTS, MODIFICATIONS, ASSIGNMENTS,  
SUB-CONTRACTS OR WAIVERS**

- 7.1 This document 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. 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. All executed modifications/amendments will be appended to and become part of this contract.
- 7.2 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/PRWORA/WORKFIRST/TANF/SNAP/GA/WDP Act(s) or any applicable, federal, state or County laws, statutes, regulations, rules, directives, policies or procedures and amendments thereto.
- 7.3 The Subcontractor shall not subcontract its obligations and responsibilities to a third party, nor assign, amend or modify this Agreement without the **prior written** consent of the County. Such consent, if granted, shall not relieve the Subcontractor/third party contractor of its obligations and responsibilities under the Agreement. All approved assignments and third party contracts shall become part of this Agreement and the Subcontractor shall bear full responsibility, without recourse to the Federal, State or County government for their performance. The Subcontractor shall forward copies of all assignment and third party contract documents to the County and shall retain copies of them on file together with this Agreement. Any approved assignment or third party contract documents shall incorporate the entire provisions of this Agreement.

- 7.4 The awarded vendor shall forward copies of all assignment and third party contract documents to the County and shall retain copies of them on file together with this Agreement. Any approved assignment or third party contract documents shall incorporate the entire provisions of this Agreement and Schedule A as applicable.
- 7.5 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.
- 7.6 Should the County 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 County shall have the continuing right to enforce said provision at any time thereafter.

### **ARTICLE 8 - CONFLICT OF INTEREST CLAUSE**

- 8.1 Standard of Conduct - The Subcontractor hereby agrees that in administering this Agreement, it and its third party contractor(s) will establish a written code of conduct and comply with the standards of conduct, and those hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration. Subcontractor agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement.
- 8.2 General Assurance - Every reasonable course of action will be taken by the Subcontractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial or political gain. The Subcontractor, its Board members, officers, executive staff and employees, in administering this Agreement, will avoid situations which give 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.
- 8.3 Conducting Business Involving Relatives - No relative by blood, adoption or marriage, of the subcontractor, its Board members, executive staff or employees, shall receive training under this Agreement.
- 8.4 Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Subcontractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, 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. 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.
- 8.5 Avoidance of Conflict of Economic Interest - 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. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes reasonably and allowable under this Agreement.
- 8.6 No person employed by the State or the County has been or will be paid any fee, commission, or compensation 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.

- 8.7 The Contractor/Grantee shall ensure that any activity funded in whole or part of this 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.
- 8.8 Written policies regarding the Subcontractor's conflict of interest shall be developed/maintained, enforced, documented, maintained and available for review. Policies must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. Every reasonable course of action will be taken by the subcontractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial or political gain. The subcontractor, its Board members, officers, executive staff and employees, in administering this Agreement, will avoid situations which give 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.
- 8.9 The subcontractor shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the subcontractor, its agent or representative to any officer or employee of MCOWD or DFD or LWD 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 LWD, and may justify further action under applicable state laws. The subcontractor agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. 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. The subcontractor shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the grantee will take to avoid the potential of conflict.

The subcontractor will assure that in administering any program contracted as a result of this agreement, it will comply with the standards of conduct for maintaining the integrity of the project and avoid any conflict of interest in its administration, both programmatically and fiscally. Further, subcontractor shall agree to comply with Prohibition on Nepotism under WIOA regulations.

The awarded vendor shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

The awarded vendor shall ensure that any activity funded in whole or part of this 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, and Open Public Meeting Act.

#### **ARTICLE 9-POLITICAL/SECTARIAN ACTIVITIES**

- 9.1 No activities, work or services provided or funded as a result of this agreement may involve political activity or may be used to support any religious or anti-religious activity, service, or work.

- 9.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

**ARTICLE 10 - HOLD HARMLESS**

- 10.1 The Subcontractor assumes liability for its actions and the actions of its officials, employees, volunteers, third party contractor, agents or anyone working for or on behalf of the Subcontractor under this agreement. 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. The Subcontractor shall not be held liable for violations incurred as a direct result of following the County's written instructions.
- 10.2 In the event that a grievance, lawsuit or other claim filed against the Subcontractor by a participant, third party subcontractor or other person results in an obligation to pay back wages or other financial consideration, the Subcontractor is solely responsible for such payments. The Subcontractor agrees to indemnify, defend, protect and hold the County harmless from any such claims, grievances, lawsuits, or damages and to reimburse the County for any repayments, costs of defense, and reasonable attorney's fees.
- 10.3 Subcontractor shall defend, protect, indemnify and otherwise hold harmless the County of Middlesex, its officers, agents, employees, offices, bureau, boards and volunteers from any and all damages or claims or actions at law, whether for personal injury, property damage, or liabilities, cost, including attorney's fees and the cost of defense for (a) acts, errors or omissions, whether negligent or not, (b) damages to persons or property which may result from the negligence, acts or omissions of 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 or (b) any failure to perform the Subcontractor's or third party contractors obligations under this contract or any improper performance therein.
- 10.4 The subcontractor, upon execution of a contract, agrees to indemnify, defend and save harmless the MCOWD, and the County, their Board, departments, officials, employees, agents and volunteers for and from all damages, claims, suits and costs, including counsel fees, to which they may be put by reason of (a) injury to persons or property due to any or all actual or alleged acts, activities or omissions, whether intentional or not, including carelessness or negligence of subcontractor, its Board, officials, employees, agents, volunteers or employees, or anyone working for or on behalf of subcontractor, or (b) the subcontractor's actual or alleged failure to pay its workers, suppliers or third party subcontracts for labor or materials provided to a Workforce Investment Area/County/MCOWD.
- 10.5 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 vendor or subsequent contract, whether concerning persons or property of the subcontractor, or other third party subcontractor organization.
- 10.6 The subcontractor and its third party subcontractor shall be responsible for Federal and State funds received through the contract. The subcontractor and/or third party subcontractor are liable for any

misspent funds, mismanagement or disallowed costs respectively but inappropriately received.

### ARTICLE 11 – SUSPENSION/ TERMINATION

- 11.1 When a Subcontractor has failed to comply with the terms, conditions or standards of the Agreement the County may on reasonable notice to the Subcontractor, suspend the Agreement, and withhold any further payments, or prohibit the Subcontractor from incurring additional obligations against WIOA, WDP or WFNJ/GA/SNAP funds, pending corrective action by the Subcontractor within ten (10) days of notice or a decision by the County to terminate in accordance with paragraph 11.2 below.

The County shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this Agreement. Such provisions for termination or suspension will include the inability of the Subcontractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Subcontractor that prohibits WIOA participants from continuing and/or completing the course of study as determined under this Agreement.

The County may impose sanctions and require corrective actions for violations of the Act, Federal, State and County and local laws, regulations, policies, procedures, program design and/or provisions pertaining to contract terms and conditions. Any requested corrective action not completed within ten (10) working days shall be cause for termination.

In case of default by a provider, the County and/or MCOWD may procure the articles or services from other providers or sources and hold the Subcontractor(s) responsible for any excess costs occasioned thereby, in addition to any other damages suffered by the County and/or MCOWD.

If program costs/participant costs, performance and goals are not satisfactorily being met, the County/MCOWD reserves the right to require a corrective action plan, and should the subcontractor not submit or implement the plan satisfactorily within 30 days, the County/MCOWD shall have the right to terminate the contracts in accordance with the terms of this agreement.

- 11.2 Subcontractor agrees to attempt to resolve disputes arising from this agreement by County administrative process and negotiations in lieu of litigation. Subcontractor further assures performance of this agreement while any dispute is pending. The dispute resolution mechanism 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.

- 11.3 This Agreement may be terminated for cause or convenience as follows:

- a) Termination for cause – The County may terminate this Agreement when it has determined that the Subcontractor has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved proposal, or otherwise breached the terms of this Agreement. If the Subcontractor fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this Agreement, the County will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Subcontractor has ten (10) working 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 County, the County will serve a termination notice on the Subcontractor

which will become effective within ten (10) days after receipt. In the event of such termination, the County 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.

- b) Termination for convenience – The County or Subcontractor may request a termination for any reason. The County 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.
  
- c) Termination or Reduction of Funds
  - i. The Subcontractor agrees that major changes to this contract, both in terms of program content, funding levels, including termination by the State of NJ, 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. The Subcontractor agrees that any such changes deemed necessary by the County 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.

**ARTICLE 12 - ASSURANCES, CERTIFICATIONS,  
GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS**

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

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.

Safeguards for Non-Displacement of Other Employees:

- a. A participant 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).
  
- b. 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.

- c. A participant in a program or activity under Title I of WIOA may not be employed in or assigned to a job if:
  - (1) Any other individual is on layoff from the same or any substantially equivalent job;
  - (2) 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 participant; or
  - (3) 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 participants alleging displacement may file a complaint under the applicable grievance procedures.

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.

Training & Work in Sectarian Activities and Facilities:

WIOA Title I financial assistance may not be spent on the employment or training of participants in sectarian activities. Participants 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 participants. WIOA Regulation 667.266, Sec. 188(a) (3) and EEO regulations at 29 CFR 37.6(f).

Health and Safety Standards, Workers Compensation:

- a. Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIOA.
- b. (1) To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants 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.
  - (2) If a State workers' compensation law applies to a participant in work experience, workers' compensation benefits must be available with respect to injuries suffered by the participant in such work experience. If a State workers compensation law does not apply to a participant in work experience, insurance coverage must be secured for injuries suffered by the participant in the course of such work experience.

12.2 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.

- 12.3 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.
- 12.4 The Subcontractor agrees that no participant 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.
- 12.5 The subcontractor agrees to provide the said services without regard to gender, race, color, religion, creed, ancestry, sexual or affectional 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.
- 12.6 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.
- 12.7 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 2014of , and all related rules, regulations, policies, procedures, directives and amendments therein.
- 12.8 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:

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;

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;

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;

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

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;

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;

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 provide "reasonable accommodation" to persons with disabilities.

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.

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.

Shall assure that it will comply with CFR Part 38 and all other regulations implementing the laws listed above.

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;

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.

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.

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 provide "reasonable accommodation" to persons with disabilities.

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.

12.9 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.

12.10 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 requirements:

a. 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 subgrantees).

b. 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 subgrants for construction or repair).

c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations.

d. 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.

e. 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).

f. 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.

g. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

h. Subcontractor herein is a “business entity” which may be required under New Jersey Law to file a “Business Entity Annual Statement” (Form “BE”) with the NJ Election Law Enforcement Commission (ELEC) by September 28, 2007 and annually thereafter. Vendor covenants and agrees to comply with said filing and forward simultaneously a copy to the County. Failure to file such statement with the ELEC or County shall result in suspension of all payments until full compliance is made and will preclude the vendor from bidding or the award of other contracts. Please refer to the Department of Community Affairs (DCA) Division of Local Government Services website (<http://www.state.nj.us/dca/lgs/p2p/index.shtml>) for specific requirements regarding compliance for all contracts, including Individual Training Accounts (ITAs) if applicable.

i. Will comply with the Federal Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS)

number and will report the DUNS number to the County/NJ Labor and Workforce Development (NJLWD) as a condition of receiving a federal grant or award.

j. Subcontractor will ensure compliance with NJ Executive Order 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Contractors, subcontractors, and recipients and subrecipients 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.

k. 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.

l. The Subcontractor agrees that no participant 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.

12.11 The Subcontractor, by submitting a statement of work, attests to the fact that neither he, his company, nor 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).

12.12 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, 2016 through June 30, 2018. The Subcontractor agrees that any such changes deemed necessary by the Commissioner of LWD or County shall be immediately incorporated into this contract.

- USDOL, Employment and Training Administration, guidance, policy directives, procedures, rules and regulations regarding Workforce Innovation Opportunity Act of 2014, PRWORA A
- 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 (NJDLWD) 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, SNAPS) 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 Work First 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 employees political activities using federal funds.

**ARTICLE 13 –INTELLECTURAL PROPERTY**

- 13.1 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: i) the copyright in all products developed under this agreement, including subcontractor/third party contractor agreements; and ii) 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.
- 13.2 All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the subcontractor/subcontractor in connection with the project are the property of LWD. Such material will be delivered to LWD upon request.
- 13.3 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/subcontractor in connection with the grant are the property of the grantee. However, LWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by LWD upon notice given to the grantee/subcontractor/subcontractor and shall promptly be made available to LWD for inspection. LWD agrees to take all reasonable steps necessary to safeguard the grantee’s proprietary interest in these materials.
- 13.4 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: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subcontractor or a contractor purchases ownership under an award (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. 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.

- 13.5 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. 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 Development for the appropriate verbiage that you must use.**

#### **ARTICLE 14 – GOVERNANCE / CONSTRUCTION**

- 14.1 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.
- 14.2 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.
- 14.3 If a conflict should exist between the Subcontractor and this Agreement inclusive of Sub-Agreement/Schedule A and any amendments, this Agreement with Schedule A shall be the controlling document with the SETC/NJDOLWD approved training program description as identified on the Sub-Agreement/Schedule A (and amendments) and incorporated by reference therein.
- 14.4 The Subcontractor agrees to attempt to resolve disputes arising from this Agreement by administrative process and negotiation in lieu of litigation and assures performance of this Agreement while any dispute is pending.
- 14.5 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. The Subcontractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Subcontractor shall proceed diligently with the performance under the Agreement.
- 14.6 The dispute resolution mechanism described in this section is not exclusive. The County and the Subcontractor preserve all rights in law and equity to pursue any claims that may arise.
- 14.7 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.

- 14.8 The Workforce Development Board and the Middlesex County Office of Workforce Development reserve the right to make changes to policies and procedures or 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.

**ARTICLE 15 - CLOSEOUT PROCEDURES**

- 15.1 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. Closeout forms will be supplied by the County.
- 15.2 The following definitions shall apply for the purpose of this Section:
- a) **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.
  - b) **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.
- 15.3 Agreements shall be closed out in accordance with the following procedures:
- a) Upon request, the County shall make prompt payments to a Subcontractor for allowable charges under the Agreement being closed.
  - b) The Subcontractor, if applicable, shall immediately refund to the County any balance of unexpended or unobligated (unencumbered) cash advance to the Subcontractor that is not authorized to be retained by the Subcontractor for used on other contracts and any tangible property purchased with these County funds shall be returned to the County.
  - c) 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 County may approve extensions when requested in writing by the Subcontractor. The package shall include similarly related information from its third party contractors.
  - d) The Subcontractor will, together with the submissions of the closeout package, refund to the County any unexpended funds or unobligated (unencumbered) cash advances made by the subcontractor to its third party contractor, except such sums as have been otherwise authorized, in writing, by the Grantor to be retained.
  - e) 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.
  - f) 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.

- g) 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.

**BALANCE OF PAGE LEFT BLANK INTENTIONALLY**

*This Master Agreement was approved and executed by the Middlesex County Board of Chosen Freeholders on August 18, 2016 (Resolution 16-1321 R.)*

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

ATTEST:

SIGNATURE

\_\_\_\_\_  
Amy Petrocelli, Clerk of the Board  
Middlesex County Board of Chosen Freeholders

\_\_\_\_\_  
Ronald G. Rios (Date)  
Freeholder Director

ATTEST:

WIOA ADMINISTRATIVE ENTITY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Kevin Kurdziel, Director (Date)  
MC Office of Workforce Development

ATTEST:

ELIGIBLE TRAINING SERVICE PROVIDER:

I hereby attest on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

that the authorized  
signatory, \_\_\_\_\_  
Name  
was the \_\_\_\_\_  
Title  
of \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE (Date)

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

\_\_\_\_\_  
PRINT NAME

**Attachment A**

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTION**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this agreement, the subcontractor 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 subcontractor of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the NJ Department of Labor and Workforce Development (NJDLWD) or the County may pursue available remedies, including suspension and/or debarment.
3. The subcontractor of Federal assistance funds shall provide immediate written notice to the Middlesex County Office of Workforce Development if at any time the subcontractor or its third party subcontractor 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," "participant," "person," "primary covered transaction," "principal", "proposal," 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 subcontractor of Federal assistance funds agrees by accepting this agreement 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 USDOL/NJDLWD/County.
6. The subcontractor of Federal assistance funds further agrees by accepting this agreement 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 solicitations 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. The subcontractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal office or agency, the NJDLWD or the County;
  - b. Have not, within a three-year period preceding this proposal, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**Certification Regarding Debarment, Suspension, etc. (Page 2 of 2)**

**Amended Copy**

- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (8)(b) of this certification; and have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
  - b. Where the signatory of this agreement is unable to certify to any of the statements in this certification, such signatory shall attach a written explanation to this agreement.
9. Except for transactions authorized under this agreement/certification, if a subcontractor 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 NJ DLWD or the County, 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, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register, (pages 19160-19211).

**CERTIFICATION**

The subcontractor/third party subcontractor of Federal assistance funds certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation or covered transactions by any Federal department or agency, the NJDLWD or the County;

If as the subcontractor/third party subcontractor of Federal assistance funds it is unable to certify to any of the statements in this certification, the subcontractor agrees to attach an explanation to this contract.

\_\_\_\_\_  
Name Title of Authorized Representative (Print)

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

**Attachment A**

**STATEMENT OF OWNERSHIP**

Name of Subcontractor: \_\_\_\_\_

Proposer is (check one):

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Partnership    \_\_\_\_\_ Corporation    \_\_\_\_\_ Joint Venture

The Subcontractor, in accordance with P.L. 1977, Chapter 33, effective March 8, 1977, declares and submits that herein below are the names and legal address of all person and entities who won 10% or more of the Subcontractor's business.

	NAME	ADDRESS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

If a business organization other than the Subcontractor answering this Statement of Ownership owns a partial or complete interest in the Subcontractor's organization, anyone holding a 10% or greater interest in that second entity must also be listed above.

If a corporation, partnership or joint venture owns a 10% or greater interest in the subcontractor, the individual stockholders holding a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, or the individual joint ventures owning 10% or greater interest in that joint venture, shall also be listed, the disclosure shall be continued until the names and addresses of EVERY individual stockholder, individual partner or individual joint venture meeting the 10% criteria has been listed.

Note: Attach additional sheets if needed and check here \_\_\_\_\_.

CERTIFIED BY:

\_\_\_\_\_  
Name (Print) Title (Print)

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

**Attachment A**

**CERTIFICATIONS & REPRESENTATIONS**

I, \_\_\_\_\_ (Name), \_\_\_\_\_ (title), of \_\_\_\_\_ (Subcontractor), hereby certifies and represents the following:

1. That I am legally authorized by the Subcontractor 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/NJDLWD/Federal government access to its facilities, staff and records of it and its third party contractors 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 under this agreement; 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 agreement are accurate, complete, and current as of the date indicated below. This agreement is valid for the duration of the contract period herein specified 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, my third party sub-contractors or my firm and the Board of Chosen Freeholders, 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/or 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/time period of this agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_:

Signature of Authorized Representative \_\_\_\_\_ DATE \_\_\_\_\_

Name/Title (Print): \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

Witness Name/title: \_\_\_\_\_

Attachment A

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

The undersigned Subcontractor 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 subcontractor, or by that of its third party sub-contractors, 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 subcontractor shall complete and submit Standards Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, third party sub-contracts and contracts under grants, loans, and cooperative agreement) and that all subcontractors third party contractors 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 Authorized Representative/Subcontractor

\_\_\_\_\_  
Title of Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

P.L. 1975 C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The Subcontractor and third party subcontractor(s), where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The sub-contractor and third party subcontractor(s), where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the subcontractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

The subcontractor and third party subcontractor(s), where applicable, will send to each labor union or representative or 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 subcontractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The subcontractor or third party subcontractor(s), where applicable agrees to comply with **any** regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The subcontractor and third party subcontractor(s) agree to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27 – 5.2 or Good faith efforts to meet targeted County employment goals determined by the Division, pursuant to N.J.A.C. 17:27 – 5.2.

The subcontractor and any third party subcontractor(s) agree to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The subcontractor and third party subcontractor(s) agree to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job-related testing, as established by the statutes and court

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

decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the subcontractor and third party subcontractor(s) agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The Subcontractor and its third party subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Employment Opportunity Compliance as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Information regarding Equal Employment Opportunity Compliance can be obtained from the New Jersey Department of Treasury, Division of Public Contracts, Equal Employment Opportunity Compliance at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) or by calling 609-292-5473.

I hereby certify that \_\_\_\_\_  
(Name of Subcontractor)

will comply with the foregoing Affirmative Action language.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE OF CERTIFYING OFFICER

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

\_\_\_\_\_  
DATE

Rev.5/15

**Attachment A**

**NONDISCRIMINATION CERTIFICATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition to the award of a contract, the Subcontractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

The Subcontractor hereby agrees that the provisions of the Americans with Disabilities Act (P.L. 101-336 (hereafter referred to as "the Act"), which prohibits discrimination on the based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide *reasonable accommodations* to persons with disabilities.

The Subcontractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities, the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, Title IX of the Education Amendments of 1972, as amended.

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

The Subcontractor 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.

**Authorized Signature of Subcontractor** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Subcontractor Company Name** \_\_\_\_\_

**Date:** \_\_\_\_\_

ADA COMPLIANCE FORM I

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

SUBCONTRACTOR 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 participants? \_\_\_\_\_ YES \_\_\_\_\_ NO  
If YES, please specify steps taken to ensure equal access to transportation services for persons with disabilities as for other clients.

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Subcontractor Name

**Attachment A**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

As required by the Drug-Free Workplace Act of 1988, the subcontractor 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 Subcontractor'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 County 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 County/State/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 Subcontractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Signatory (Print)

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

\_\_\_\_\_  
Date

Rev. 5/15

County of Middlesex, New Jersey  
Office of Purchasing  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: \_\_\_\_\_

Bidder/Offeror/Subcontractor 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/Subcontractor \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Subcontractor 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: \_\_\_\_\_

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/subcontractors/vendors 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/subcontractor 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? Yes  No   
If yes, please submit a copy of such approval.

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? Yes  No   
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](http://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 LWD, 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: \_\_\_\_\_

**Middlesex County Office of Workforce Development**  
**Work First New Jersey-Middlesex County**  
**E-timesheet Procedures**

**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 participant. The case number is available through the referring Case manager. Please indicate whether the participant 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 participant for absence from a medical authority, a court related entity or if 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  
ATTN: Debra Maglieri  
Fax # 732-745-3607  
Middlesex County Office of Workforce Development  
John C. Ross, WFNJ-Director of WFNJ-Middlesex County  
Fax # 732-745-4050
10. Any Questions may be directed to John Ross at 732-745-4589 or [John.Ross@dol.nj.gov](mailto:John.Ross@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](http://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 John Ross at [john.ross@dol.nj.gov](mailto:john.ross@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

WFNJ/FSP-87 (Rev. 1/10)

**WORK ACTIVITY  
ATTENDANCE FORM**

GA	
SNAP	
TANF	

Participant Name:  
Case Number:  
Federal Identification Number (FEIN) \_\_\_\_\_

Dear Colleague:

Please fill out the WFNJ Participant'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 participant's need for support services.

Please use the following values for each day:

# of hours attended with values no less than ½ 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: Debra Maglieri 732-745-3607 (FAX)

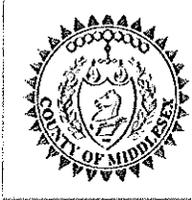
M.C.B.O.S.S. 181 Howe Lane

Agency representative and Phone Number

Agency Address

Copy: **John Ross WFNJ Director** **732-745-3050 (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 Work First 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.



# Middlesex County

*The Heart of New Jersey*

## ***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:	160 hours
• Classroom	40 hours
• Lab & Observation	38 hours
• Behind the Wheel	44 hours
• Observation & Special Needs	38 hours

### **Program Outline**

#### **Classroom – 40 hours**

1. Basic Operations
2. Vehicle systems & inspection
3. Vehicle Control
4. Advanced operations
5. Emergency operations/maneuvers
6. Combination vehicles
7. Hazardous materials
8. Tankers
9. Entry Level Driver Training
  - a. Hours of Service
  - b. Whistleblower Protection
  - c. Driver Wellness and Health
  - d. Driver Qualification Requirements

**Behind the Wheel Road and Lab Training – 82 hours**

*(38 hours Lab/44 hours Behind the Wheel)*

1. Pre-trip/Post Trip Inspections (Lab)
2. Air Brake Test/Inspection (Lab)
3. Backing & Docking (Behind the Wheel)
4. Parallel Parking (Behind the Wheel)
5. Turning (Behind the Wheel)
6. Shifting (Behind the Wheel and Lab)
7. Basic Driving Techniques – Rural Areas (Behind the Wheel)
8. Basic Driving Techniques – Highways and Interstates (Behind the Wheel)
9. Advanced Driving Techniques – Rural Areas (Behind the Wheel)
10. Advanced Driving Techniques – Highways and Interstates (Behind the Wheel)

**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.

### **Classroom, Lab, Behind the Wheel Breakdown**

#### Minimum Hours of Training (Classroom – 40 hours)

	Classroom Hours
1. Basic Operations	4
1.1. Orientation	
1.2. Control Systems	
1.3. Shifting	
1.4. Backing, Docking and Parallel Parking	
1.5. Coupling & uncoupling	
2. Vehicle Systems & Inspection	4
2.1. Brake Systems & Inspection	
2.2. Pre-trip Inspection	
2.3. Post trip Inspection	
3. Vehicle Control	4
3.1. Basic Control	
3.2. Visual Search	
3.3. Speed/Space Management	
3.4. Accident Control	
3.5. Communication	
4. Advanced Operations	6
4.1. Night Driving	
4.2. Extreme Driving Conditions	
4.3. Hazard Awareness	
4.4. Railroad Crossings	
4.5. Trip Planning	
4.6. Hours of Service Requirements (Log Books)	
5. Emergency Operations/Maneuvers	4
5.1. Avoiding skids	
5.2. Skid Control & Recovery	
5.3. Emergency Braking	
5.4. General Knowledge	
5.5. Airbrakes	
6. Handling Cargo	4
6.1. Proper Documentation	
6.2. Securing Cargo	

6.3. Moving & Lifting Cargo	
6.4. Weight Limits	
7. Combination Vehicles	3
7.1. Special Handling Characteristics	
7.2. Coupling & Uncoupling	
7.3. Testing Trailer Brakes	
7.4. Special Driving Techniques for Doubles & Triples	
7.5. Combination Vehicle Practice Test & Review	
8. Hazardous Materials	4
8.1. Intent of Regulations & Responsibility	
8.2. Regulated Products & Placards	
8.3. Shipping Documents	
8.4. Routes & Permits	
8.5. Loading	
8.6. Mixed Loads	
8.7. Emergency procedures	
8.8. Radioactive Materials	
8.9. Explosives	
8.10. Hazardous Waste	
9. Tankers	3
9.1. Center of Gravity	
9.2. Safe Driving techniques	
9.3. Surge	
9.4. Bulkheads & Baffles	
9.5. Outage	
10. Entry Level Driver Training	4
10.1. Hours of Service	
10.2. Driver Qualification Requirements	
10.3. Driver Wellness & Health	
10.4. Whistleblower Protection	
	<u>Total</u> <u>40 Hours</u>

**Minimum Hours of Training  
Lab, Behind the Wheel – 82 hours**

**Lab – 38 Hours**

	<b>Hours</b>
• Perform Pre-trip Inspections	10
○ Systematic Sequence	
○ Accuracy & Time efficient	
○ Critical items	
• Perform Post trip Inspections	10
○ Accurate Notes	
○ Critical items	
• Perform Air Brake Test	10
○ Systematic Sequence	
○ Critical items	
• Shifting	2
○ Patterns	
○ Instruments	
○ Gears	
○ Double Clutch & Timing	
○ Common Errors	
• Coupling & Uncoupling	6
○ Proper Coupling	
○ Proper Uncoupling	
<b>Total</b>	<b>38 Hours</b>

**Minimum Hours of Training  
Behind the Wheel (BTW) – 44 hours**

	<b>Hours</b>
• Backing & docking	20
○ Straight Line Backing	
○ Alley Docking	
• Parking	9
○ Parallel Parking	
○ Measured Stopping	
• Turning	3
○ Measured Right Turns	
• Driving Techniques (Actual Driving)	12
○ Rural	
○ Highways & Interstates	
○ Urban Areas	
<b>Total</b>	<b>44 Hours</b>

<b>Observation &amp; Special Needs – 38 hours</b>	
	<b>Hours</b>
• Observation Time	Varies
○ Based on Student to Instructor Ratio	
1. 4:1 Ratio	38
2. 3:1 ratio	24
• Special Needs	Varies
○ Custom Tailored to each students learning ability.	
○ Time required may exceed the 38 hours minimum	
<b>Total</b>	<b><u>38 Hours</u></b>

<b>COMPLETE PROGRAM COMPONENTS</b>	
Classroom .....	40 Hours
Lab.....	38 Hours
Behind the Wheel .....	44 Hours
Observation & Special Needs .....	38 Hours
 <b>TOTAL PROGRAM LENGTH .....</b>	 <b><u>160 Hours</u></b>