

Christopher D. Rafano
Freeholder Director

Ronald G. Rios
Deputy Director

Carol Barrett
Stephen J. Dalina
H. James Polos
Mildred S. Scott
Blanquita B. Valenti
Freeholders

Christopher D. Rafano
Chairperson, Committee of
Administration and Finance

John A. Pulomena
County Administrator

COUNTY OF MIDDLESEX
DEPARTMENT OF WORKFORCE DEVELOPMENT

Jane Z. Brady
Director

ETPL Training Provider

June, 2011

**Re: INDIVIDUAL TRAINING ACCOUNT (ITA) MASTER AGREEMENT FOR WIA, WFNJ & WDP CONTRACTS
JULY 1, 2011 THROUGH JUNE 30, 2012
CODE – TRAINING PROVIDER**

Please download one (1) copy of the 2011 Program Year Individual Training Account (ITA) **Master Agreement** referenced above and certifications and assurances (Attachment A). Please **sign, date, witness (attest-notarize) 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, July 15, 2011**. Mail it to the attention of Jawuan Mayes, Dept. of Workforce Development, 550 Jersey Avenue, New Brunswick, NJ 08901.

- List of individuals, titles, and email addresses of people within your organization that are authorized to sign Individual Training Sub-Agreements and that are authorized to sign the Middlesex County Miscellaneous Voucher Forms required for reimbursement
- Certificate of Insurance(s), with the County of Middlesex named as an additional insured with a thirty (30) day cancellation notice, as per Article 6.5 of the Master Agreement
- Tuition Bond, as per Article 6.3, minimum amount is \$10,000 (sample attached), **Middlesex County Department of Workforce Development** named as Oblige (this is similar to but in addition and separate from state tuition bond)
- Your 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 - Documentation 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 WIA grievance. Note that in addition to your process, we need to be copied on any grievances filed by WIA participants per Article 2.
- Last Audit Report , as per Article 4.8
- DUNS#, if available
- Copy of your NJ Business Registration Certificate (if you do not have a copy it can be accessed on line through www.nj.gov/treasury/revenue/busregcert.htm)
- Signed statement of compliance with the NJ Business disclosure requirement (Pay to Play) - Form BE <https://www.net1.state.nj.us/lpd/elec/ptp/Form.aspx> (Private Training Providers only)
- Complete executed Assurances – Attachment A

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.**

Please note, we will continue to require Certificate of Completion or copy of credential for each student who completes your program. The Certificate of Completion must be attached to your last benchmark bill. In order to expedite the payment for the placement bill, please consider attaching a copy of your student's first pay stub or pay check when completing the placement form and voucher. This will eliminate the need for us to verify the placement information which can delay your payment.

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

Jawuan D. Mayes
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
TDD: 732-418-3433

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

Community Learning Center
at Roosevelt Care Center
One Roosevelt Drive, 3rd Floor
Edison, NJ 08837
732-321-2200
Fax: 732-321-2206

the Grantor, and is the Administrative Entity and/or fiscal agent for county, state, or federal program funds.

- 1.8 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 WIA/WDP/WFNJ program, its regulations, rules, directives, procedures, policies and conditions as contained in the Agreement.
- 1.9 Department of Labor (DLWD): This refers to the New Jersey Department of Labor and Workforce Development.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 Individual Referral/Open Entry: Referral of participants by an Administrative Entity to Subcontractors (training providers) on an individual basis or an open enrollment process.
- 1.14 Individual Service Strategy (ISS): 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. 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.
- 1.15 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.
- 1.16 Out of school youth: An individual who is a school drop-out or who has either graduated from high school or holds a GED but is underemployed or unemployed.
- 1.17 Orientation period: This is the first 10 consecutive days of enrollment within an approved training program, wherein the training provider and student determine acceptability of student and program respectively. There is no financial obligation on the part of the student or the MCDWD including but not limited to any costs, tuition, registration fees, or books. Said financial obligation on the part of MCDWD shall only commence upon the 11th consecutive day of enrollment where the student is now considered a registered participant.
- 1.18 Participant: An individual who has been deemed eligible and approved for participation in employment or training related activities as authorized by the Department. A Participant and vendor must have received such authorization prior to his or her actual commencement of any training activity. (A Participant may also be referred to as a "Customer" within the context of this agreement).
- 1.19 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.
- 1.20 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.
- 1.21 Placement: This event occurs when a participant, after receiving WFNJ/WIA/WDP authorized and paid training

services, is placed into full or part-time (25 hrs per week minimum) unsubsidized employment **and** at not less than the negotiated contract minimum wage within 89 days after completing the occupational training program.

- 1.22 Program Exit: The point in time wherein a participant does not receive any WFNJ/WIA/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 measurements.
- 1.23 Registered participant: A customer that has being approved, certified as eligible, and authorized to enroll by the MCDWD, into a training program and is considered on the eleventh day (11th), after the 10 consecutive days of orientation and attendance, registered and for whom a financial obligation now commences and exists. If a student drops out before the tenth day, there will be no payment on the part of the County for said individual.
- 1.24 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 for a registered participant’s training contract, and said extension is granted, vendor acknowledges there will be no further compensation for said extension on the training period.
- 1.25 Subcontractor: The entity that receives WFNJ/WIA/WDP funds from the County and is responsible under the terms and conditions of this Agreement, for all activities pertaining to these funds. (Subcontractor is also known as training vendor or service provider within the context of this agreement)
- 1.26 Supportive Services: Services may include linkages with community services; assistance with transportation costs; assistance with childcare costs; assistance with housing costs; referrals to medical services; assistance with uniforms or other appropriate work attire and work-related tool costs.
- 1.27 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 termed.
- 1.28 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.
- 1.29 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.
- 1.30 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 and which prepares individuals for suitable self sufficient employment.
- 1.31 Unsubsidized Employment: Full or part time employment not financed from funds provided under the Act, or other government based and funded projects which meet the contractual minimum wage of the DWD Schedule A.
- 1.32 Work Experience: Planned structured learning experiences that take place in a workplace for a limited period of time. These may be paid or unpaid.
- 1.33 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 and/or General Assistance, to secure employment, and thus reduce and/or eliminate the need for welfare.
- 1.34 Workforce Development Program (WDP): As established under Executive Order No. 36, a funding program made available to eligible unemployed individuals in need of training services.
- 1.35 Workforce Investment Area: A designated service delivery area approved by the Governor as per the Workforce

Investment Act. Middlesex County is a designated geographic service delivery area.

- 1.36 Workforce Investment Board (WIB): 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 for all workforce readiness programs in a designated area.

ARTICLE 2 – GENERAL TERMS AND CONDITIONS

- 2.1 This Agreement shall cover the funding cycle of July 1, 2011 to June 30, 2012 unless otherwise terminated or extended in writing for an additional term.
- 2.2 The duration of this agreement, unless other wise terminated or extended in writing for an additional term, is for a one year term commencing Program Year 2011 and shall include all of the provisions contained 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 application. Contracts secured by an RFP must also comply with the terms and services, as finally accepted, and are incorporated by reference herein.
- 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, 2011 to June 30, 2012.
- 2.4 Subcontractors shall comply with all applicable County, State, and Federal laws, policies, procedures, directives, rules, and regulations, including the Workforce Investment Act of 1998, WDP, WFNJ, and all related program rules, regulations, policies, directives, procedures and amendments thereof.
- 2.5 The Subcontractor shall be responsible for the provision of training services pursuant to aforementioned regulations. The Subcontractor assures that, consistent with Section 122 of 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/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 WIA participant, reason for grievance and summary of resolution. Copy should be forwarded to the County Dept. of Workforce on a quarterly basis.**
- 2.7 The Subcontractor will offer those course(s) or programs approved by the State of New Jersey or Middlesex County Department of Workforce Development (MCDWD) in a manner that is consistent with such approval, and assure that all courses or programs offered are provided to eligible WIA, WFNJ, and WDP registered participant under the criteria and cost established for the given site, course or program and provisions herein.
- 2.8 **The Subcontractor agrees to further undertake efforts to coordinate services among other WIA/WFNJ/WDP partners and community service partners.**
- 2.9 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, which is incorporated by reference herein, in addition but not limited to the individual Sub-Agreement and the provisions contained within this agreement including but not limited to:
- a. Adhere to the rules, regulation, policies and procedures as established by the MCDWD, State or Federal Government for employment and training related programs and services.

- b. Return the executed Schedule A per participant within one (1) week of its receipt. Compliance with the accepted proposed program, contract/Schedule A provisions, Assurances and Certifications.
- c. **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.**
- d. Maintain upon participant program enrollment, daily attendance records/participant time sheets for WIA 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) WDP participants or if a TANF participant, then submission of an E-Time Sheet in accordance with MCDWD policies and adhere to the attendance policy as stipulated in this Master Agreement.
- e. 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 WIA COUNSELOR OF ANY AND ALL FINANCIAL AID RECEIVED BY THE INSTITUTION ON BEHALF OF THE REGISTERED PARTICIPANT IMMEDIATELY UPON RECEIPT OF INFORMATION.**
- f. If sufficient financial aid is received, or should only a part of the WIA grant be required, the vendor shall immediately notify the MCDWD fiscal office in order to modify the financial obligation of the department towards the registered participants training program.
- g. Meet the benchmarks as stipulated in the particular registered participant Sub-Agreement/Schedule A.
- h. **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.**
- i. 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.
- j. Provide where feasible assistance to students who need extra assistance to maintain a "C" or better grade.
- k. Ensure twelve months of follow up services is provided for applicants under WIA funded program.
- l. Maintain and submit monthly registered Participant Enrollments and submit Monthly Progress Reports for each participant enrolled in WIA funded programs, (see attached form A-1) WDP, Youth, and if applicable to an ABE/ESL program participant.
- m. Submit invoices and payment vouchers in accordance with standards and policies established by the MCDWD and the Payment Schedule within the respective registered participant Sub-Agreement within 15 days after each benchmark is achieved.
- n. Conduct periodic, internal program monitoring and evaluation.
- o. 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 eighty-nine (89) days of last class date/program completion.
- p. Implement, when applicable, corrective action plans as required and/or recommended by MCDWD.
- q. 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.
- r. Participants placed in employment must be placed with a minimum requirement of a 25 hour work week at the contractual minimum hourly work rate per the registered participant Sub-Agreement.
- s. Vendors are responsible for a minimum 80% employment placement rate per program classification. Vendors should use for monitoring purposes the electronic form developed by the County MIS department to ascertain their status at all times in order to avoid any referral holdbacks.
- t. **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 MCDWD FISCAL OFFICE.**

- u. **If the registered participant is in a credential/certificate program, vendor must FOLLOW UP, obtain and submit proof of credential or certificate to the MCDWD no later than eight (8) months after program completion by the participant. 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 a registration form confirming the type of test, date exam to be taken, and fee paid; if no said registration form is provided by the Examining entity, then a self-certification executed and dated by participant must be submitted**
- v. **Vendor must comply with and submit copy of NJ ELEC Form "BE"**

The County/Department 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. Providing technical assistance for contract compliance, or corrective action.
- d. Providing a copy of the applicable regulations governing the program, upon request.
- e. Provide payments to vendor only if executed Schedule A has been returned executed and 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 registration fee, which schedule is within the range of \$1.00 - \$200).

2.10 It is understood that the County and the Middlesex County Department 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.

2.11 Employees of the Subcontractor or other approved third party Subcontractor are not to be considered employees of the County. 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.

2.12 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.

2.13 Equal opportunity bulletin 03-2001 "Equal Opportunity Initial and Continuing Notice" instructs that all publications, brochures, broadcasts and other communication developed for WIA 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.)

2.14 Services and Performance – See attached Schedule A

2.15 NEW CURRICULUM REQUIRMENTS FOR CDL VENDOR TRAINING PROGRAMS

ANY AND ALL TRAINING VENDORS THAT WISH TO ENTER INTO A CONTRACT WITH THE MIDDLESEX COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT FOR ANY TYPE OF CDL TRAINING 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 WIA/WFNP 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 B-1.

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 “Free 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 Department 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 the registered participant’s PELL or OTHER grant award to defray the cost for any tools, uniforms, or student expenses or other supplies approved under this Agreement.
- 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, or the lack or ineligibility of 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, the prices and costs stipulated and agreed upon, on a Cost Reimbursable and/or a Performance Based payment schedule per individual registered participant served/classroom program, in accordance with the Schedule A as applicable, and the state ETPL program approval which is incorporated by reference herein.
- 4.2 Cost Reimbursement payments shall be made on a cost reimbursement basis for actual, documented, 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 includes 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.

- 4.3 Performance Based payment requests must be accompanied by a completed Middlesex County Miscellaneous Voucher and all supporting 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 attendance reports/timesheets with 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 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 Department of Workforce Development.

- 4.4 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.
- 4.5 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.
- 4.6 The County will earmark **20%** of the program tuition as a "holdback" for purposes of ensuring that subcontractor will provide post-program 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 no placement is achieved the subcontractor will not receive the **20% holdback**.
- 4.7 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, unauthorized, improper or illegal; 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 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.
- 4.8 Any issues concerning vouchers and/or financial obligations due by the MCDWD under this Agreement/Schedule A, will be directed to the Middlesex County Department of Workforce Development staff, and not to the enrolled or registered participant receiving services under this agreement. Participants are not to be billed for services rendered or to be rendered pursuant to this agreement.
- 4.9 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. Said statement to be submitted no later than sixty (60) days, unless otherwise provided, after the end of the Subcontractors fiscal year.
- 4.10 The Subcontractor agrees to permit and cooperate with any authorized Federal/State/County representative to visit its 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.
- 4.10 The County, as Grantor or its fiscal/administrative designee, the Department of Workforce Development, 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, on the premises of the Subcontractor under this Agreement, the Subcontractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 4.11 **The Subcontractor agrees that all records pertinent to this Agreement, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period of three (3) years**

from the date of final payment of this Agreement or until all audits are complete or resolved. If the Subcontractor is unable to retain the necessary registered participant and financial records, or if the Agreement is terminated for whatever reason, the Subcontractor shall 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 aforementioned records will be retained beyond the three (3) year period if any litigation, audit or claim has not been finally resolved. The Subcontractor agrees to insure that third party subcontractors, as approved, will also retain or transfer records in accordance with these requirements.

- 4.12 Subcontractor records shall be kept safe from fire, theft, and water damage and shall be properly identified.
- 4.13 Subcontractor agrees that 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.
- 4.14 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.
- 4.15 The Subcontractor will maintain records, which adequately identify the source and application of funds for activities/services/programs supported by this Agreement.
- 4.16 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.
- 4.17 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 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.
- 4.18 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.
- 4.19 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 and where applicable the SETC Eligible Training Provider List provisions/approval.
- 4.20 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
- 4.21 If performance of services, program components, benchmarks, 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.

- 4.22 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, 2011 to June 30, 2012

ARTICLE 5 - AUDIT

- 5.1 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, 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." All such audits will be performed on an organization-wide basis.
- 5.2 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.**
- 5.3 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 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.
- 5.4 Subcontractors who are governmental, or non-profit organizations and expend over \$500,000.00 in Federal funds in the organizations fiscal year agree to have an audit conducted which meets the requirements of the Single Audit (United States Code Chapter 75 of Title 31), and Federal OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Audit must include funds awarded under this agreement, and copy forwarded to the County within 30 days of subcontractor receiving audit report.

Government and non-profit organizations receiving more than \$100,000 in combination of State and Federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

- 1) To meet these requirements, the Subcontractor's audit reports must include the auditor's opinion on the Subcontractor's compliance with the material terms and conditions of State grant agreements, State Aid programs, and applicable laws and regulations.
 - 2) Subcontractor audit reports must contain a supplemental schedule of the entity's County and County Aid financial assistance programs. This schedule must show for each program:
Grantor Organization
Program Title
Account Number
Program Account
Total Disbursements
- 5.5 Subcontractors who are for-profit companies and expend \$100,000 in Federal funds in the organizations fiscal year agree to have either an organization wide audit conducted in accordance with OMB Circular A-133 or have an independent program specific audit which includes the following:

A grant specific audit in accordance with Government Audit Standards (Yellow Book), or; a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provision, 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; review the training records which substantiate training was completed in accordance with the contracts. Audit must include funds awarded under this agreement, and copy forwarded to the County within 30 days of subcontractor receiving audit report.

- 5.6 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.
- 5.7 The County reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the Department.
- 5.8 The County reserves the right to accept alternate assurances of Subcontractor compliance in the event an independent audit can not be provided.

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 WIA regulations regarding Motor Vehicle Insurance. **Provisions must be made for automobile insurance coverage on all Subcontractor 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 will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes, County requirements and WIA, WDP, PRWORA/TANF rules, policies, procedures, and regulations.
- 6.3 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 MCDWD.** 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.

- 6.4 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.
- 6.5 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.**

**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 proposal 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 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 Act(s) or any applicable, federal, state or County laws, regulations, rules, directives or policies and procedures.
- 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 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 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.
- 7.5 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 will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 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, 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.
- 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. 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 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 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.

ARTICLE 9-POLITICAL/SECTARIAN ACTIVITIES

- 9.1 No activities under this agreement may involve political activity.
- 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 Sub-contractor 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 sub-contractor under this agreement. If the Federal Government, the State of New Jersey, or the County of Middlesex demands repayment of funds from the Sub-contractor as a result of Sub-contractor or third party contractor violation of any legislative act contained herein, or any rules, policies, procedures, directives and regulations or Agreement provisions, the Sub-contractor 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 attorney's fees.
- 10.3 Subcontractor shall defend, protect, indemnify and otherwise hold harmless the County of Middlesex, its officers, agents, employees, departments, bureau, boards and volunteers from any and all damages or claims or actions at law, whether for personal injury, property damage, or liabilities, 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 contract 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.

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 WIA, WDP, or WFNJ 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 WIA participants from continuing an/or completing the course of study as determined under this agreement.

11.2 This Agreement grant 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 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 of Subcontractor may request a termination for any reason. The County or Subcontractor shall give 30 days 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
 - 1) The Subcontractor agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation of or during the term of its operations due to new or revised legislation or regulations or level of funding. The Subcontractor agrees that any such changes deemed necessary by the Commissioner of Labor shall be immediately incorporated into this grant.
 - 2) Unearned 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 WIA) 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 WIA 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 WIA must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIA 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 WIA 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 WIA 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 WIA 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:

WIA 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 WIA 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, WIA 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 WIA participants. WIA 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 WIA.
- 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 WIA 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 shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil

Rights Act of 1964.

- 12.4 The Subcontractor agrees that participation in programs and activities provided for in WIA 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.
- 12.5 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.
- 12.6 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.
- 12.7 The Subcontractor agrees that participation in programs and activities provided for in WIA shall be open to citizens and nationals of the United States, lawfully admitted refugees and parolees, and permanent resident aliens, and other individual authorized by the Attorney General to work in the United States.
- 12.8 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.
- 12.9 Subcontractor shall comply with all applicable County, State and Federal Laws, policies, procedures, rules, regulations, directives including the Workforce Investment Act of 1998, and all related rules, regulations, policies, procedures, directives and amendments therein.
- 12.10 As a condition to the award of financial assistance from the County and NJ Department of Labor and Workforce Development under Title I of WIA, 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 Investment Act of 1998 (WIA) 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 WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

The Subcontractor also assures that it will comply with 29 CFR, Part 37, and all other regulations implementing the laws listed above. This assurance applies to the Subcontractor's operation of the Title I-financially assisted program or activity, and to all agreements the Subcontractor makes to carry out the WIA Title I-financially assisted program or activity. The Subcontractor understands that the United States has the right to seek judicial enforcement of this assurance.

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 provided “reasonable accommodation” to persons with disabilities

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.

12.12 Other Federal/State Requirements

The following are required contract provisions from 29 CFR 97.36(i) of the Federal Uniform Administrative Requirements for State and Local Governments:

1. 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 Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
2. 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).
3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations.
4. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by Department of Labor regulations.
5. Compliance with all applicable environmental standards, orders, or requirements which may be prescribed pursuant to the following: a) 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; b) notification of violating facilities pursuant to EO 11738; conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clear 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).
6. Contractor 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.
7. 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 pin part with Federal funds.

8. 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.
9. 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.
10. 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 Labor and Workforce Development (LWD) as a condition of receiving a federal grant or award.

12.13: 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, 2011 through June 30, 2012. The Subcontractor agrees that any such changes deemed necessary by the Commissioner of LWD or County shall be immediately incorporated into this contract.

- The Workforce Investment Act of 1998, and amendments, directives or regulations thereto
- USDOL, Employment and Training, WIA Final Rules (20 CFR Part 652 et. al) and State regulations
- Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- 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 WIA, PRWORA
- WIA Non Discrimination Section 188 - Nondiscrimination and Equal Opportunity Assurances (29 CFR Part 37)
- Prohibition on Nepotism, WIA regulation sec. 667.200(g)
- Wagner Peyser Act, Chapter 41 of Title 38
- Allowable Costs Provisions under the WIA, 20 CFR Part 652, et seq.
- Americans with Disabilities Act (P.L. 101-336)
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Department of Labor and Workforce Development (NJDLWD) rules, regulations, statutes, policies, procedures and directives including those; on WIA, PRWORA/WORKFIRST NJ, WDP NJ Dept. of Human Services/Division of Family Development, (TANF,GA,FS) rules, regulations, statutes, policies, procedures and directives pertaining to the Work First New Jersey Program
- New Jersey Worker 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 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)
- Office of Budget & Management Circular 110, as amended
- Office of Budget and Management Circular A-122, as amended (OMB Circular A-87, 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
- 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
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et. seq. (P.L. 91616)
- 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
- Debarment and Suspension (34 C.F.R. Part 85, Sections 85.105 and 85.110)
- NJ Tort Claims Act, NJSA 59:1-1 et. seq.
- NJ Contractual Liability Act, NJSA 59:11-1 et. seq.
- Fair Labor Standards Act of 1938 (29 USC 203 (m), as amended by the Minimum Wage Act of 1996, and amendments therein
- United States Department of Human Services (DHS) rules and regulations that may be promulgated as it relates to TANF
- Federal Civil Rights Act of 1964, as amended
- Federal Equal Opportunities Act, including Executive Order #11375, as supplemented in 41 CFR Part 60, 504 of the Federal Rehabilitation Act of 1993
- 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
- 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
- Nondiscrimination and equal opportunity provision of the Act(s)
- 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)

ARTICLE 13 –CLOSEOUT PROCEDURES

13.1 The following definitions shall apply for the purpose of this Section:

- 1) Contract Closeout The closeout of a contract is the process by which the County determines that all applicable administrative actions and all require work of the contract have been completed by the

Subcontractor.

- 2) 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.

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.

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) Within 45 days after completion of the Agreement the Subcontractor shall submit 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.
- 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 to Subcontractor 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 Contractor or Subcontractor 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.

ARTICLE 14 – GOVERNANCE / CONSTRUCTION

- 14.1 This agreement shall be construed in accordance with New Jersey State Law, unless superseded by Federal law. If any provision of this agreement shall conflict with any Federal or State law(s) or regulation, 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.
- 14.2 If a conflict should exist between the Subcontractor and this Agreement inclusive of Sub-Agreement/Schedule A and any amendments, this Agreement 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.

Agreements shall be closed out in accordance with the following procedures:

- a. Upon request, the County shall make prompt payments to the Subcontractor for allowable charges under the Agreement being closed.
- b. The Subcontractor, if applicable, shall immediately refund to the County any balance of unobligated (unencumbered) cash advance to the Subcontractor that is not authorized to be retained by the

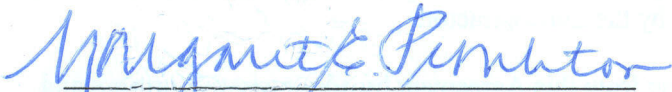
Subcontractor for used on other contracts and any tangible property purchased with these County funds shall be returned to the County.

- c. Within forty-five (45) days after completion of the Agreement, the Subcontractor shall submit 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.

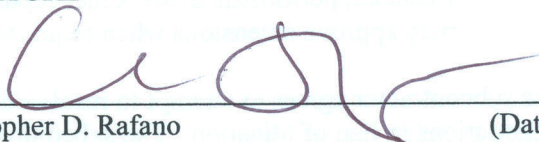
- 14.3 The subcontractor agrees to attempt to resolve/disputes arising from this Agreement by administrative process and negotiations in lieu of litigation. The subcontractor assures performance of this Agreement while any dispute is pending.
- 14.4 Any dispute arising under this grant or Agreement, 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.
- 14.5 The dispute resolution mechanism described in this section is not exclusive. The County and the subcontractor preserves all rights in law and equity to pursue any claims that may arise.

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:


Margaret E. Pemberton, Clerk
Middlesex County Board of Chosen Freeholders

SIGNATURE


Christopher D. Rafano (Date)
Freeholder Director

ATTEST:

WIA ADMINISTRATIVE ENTITY

(Signature)

Jane Z. Brady, Director (Date)
Workforce Development Department

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

SIGNATURE

TITLE

NAME and TITLE


APPROVED AS TO FORM AND LEGALITY:

ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

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

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the Middlesex County Employment and Training Department if at any time the prospective recipient of Federal assistance funds learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "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 prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal 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 prospective 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 department or agency;
 - 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;

- 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
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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

**** (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)****

- 1. The prospective recipient 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.
- 2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Name and Title of Authorized Representative (Print)

Signature

Date

Attachment A

CERTIFICATIONS & REPRESENTATIONS

I, _____ (Name), _____ (title), of _____ (proposer agency), hereby certify and represent the following:

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

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

SIGNED THIS _____ DAY OF _____, 2011:

Signature of Authorized Representative _____

Name/Title (Print): _____

WITNESS:

Signature

Witness Name/title: _____

Attachment A

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

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

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

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

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

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

Organization

Name and Title of Authorized Representative (Print)

Signature

Date

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 contractor agrees as follows:

The contractor or subcontractor, 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 contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor or subcontractor, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, 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 contractor or subcontractor agrees 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 contractor or subcontractor agrees 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 contractor or subcontractor agrees 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

**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 contractor or subcontractor agrees 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 contractor 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 contractor and its 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 or by calling 609-292-5473.

I hereby certify that _____
(Name of Firm)

will comply with the foregoing Affirmative Action language.

SIGNATURE

TITLE OF CERTIFYING OFFICER

Print Name

DATE

Attachment A

NONDISCRIMINATION CERTIFICATION

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

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

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

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

Applicant Signature: _____

Company Name _____

Print Name: _____

Date: _____

ADA COMPLIANCE FORM I

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

SERVICE PROVIDER/AGENCY NAME _____

TRAINING SITE ADDRESS: _____

WIA 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.

Signature of Person Completing Form

Date

Print Name

Title

Attachment A

AMERICANS WITH DISABILITIES ACT COMPLIANCE FORM II

I hereby certify that _____
(Name of Organization)

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

SIGNATURE

TITLE OF CERTIFYING OFFICER

Print Name

DATE

Attachment A

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

Name of Organization

Signature of Authorized Representative

Print Name

Date

Title of Authorized Signatory

SAMPLE FORM

TUITION SURETY BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey, as Surety, are held and bound unto the **COUNTY OF MIDDLESEX** and the **DEPARTMENT OF WORKFORCE DEVELOPMENT** as Oblige,

in the penal sum of _____ **THOUSAND DOLLARS (\$10,000)**

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the day of _____ enter into a contractual obligation, also known as the Master Agreement, with THE COUNTY OF MIDDLESEX AND THE DEPARTMENT OF WORKFORCE DEVELOPMENT for TRAINING SERVICES IN ACCORDANCE WITH THE STATE ELIGIBLE TRAINING PROVIDER LIST (ETPL) requirements and APPROVED ELIGIBLE PROGRAMS therein, which contract is made part of this bond as though set forth fully herein.

NOW, if the said (NAME OF OBLIGOR) shall fully and faithfully perform the training services per the approved ETPL program description and in accordance with the terms of said contract (Master Agreement), then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract shall in anyway affect the obligations of said Surety on its bonds.

The Surety shall provide to the County of Middlesex in the event of a cancellation, a written notice 30 days prior to the effective cancellation date.

This bond is given in compliance with the requirements of the COUNTY OF MIDDLESEX, DEPARTMENT OF WORKFORCE DEVELOPMENT.

Signed, sealed and dated this _____ day of _____

ATTEST:

Witness

Principal

Witness

Surety