



**STATE OF NEW JERSEY**  
**DEPARTMENT OF LABOR**  
**DIVISION OF VOCATIONAL REHABILITATION SERVICES**

**NOTICE OF GRANT OPPORTUNITY**

Fiscal Year 2022

**Regional Career Centers for Individuals who are  
Deaf and Hard of Hearing**

**Announcement Date: December 1, 2021**

**Application Deadline: December 31, 2021**

**Robert Asaro-Angelo**  
**Commissioner**

**Regional Career Centers for Individuals who are  
Deaf and Hard of Hearing**

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**Fiscal Year 2022**

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## **Notice of Availability of Grant Program Funds**

Take notice that, in compliance with N.J.S.A. 52: 14-14-34, 4 et seq. the Department of Labor (DOL) regularly publishes on its website <http://www.nj.gov/labor/> notices of fund availability pertaining to federal or state funds that may be awarded by the Department. The notices of fund availability may be found on the Department's website under the heading "Research and Information" and the subheading "Grant Opportunities".

### **A. Name of Grant Program**

Regional Career Centers for Individuals who are Deaf and Hard of Hearing

### **B. Purpose of the Grant**

The purpose of the Regional Career Centers (RCC) for Individuals who are Deaf and Hard of Hearing grant is to support three regional centers to provide comprehensive vocational rehabilitation services, pre-employment transitions services, and out of school youth services to individuals through the Division of Vocational Rehabilitation Services (DVRS) who are 1) Deaf, 2) hard of hearing, 3) late-deafened or 4) have cochlear implants. The three regional centers will provide a wide range of employment-related services and expand job and career opportunities to individuals who are Deaf and hard of hearing.

The three regional service areas have been identified by county as follows:

- **North:** Bergen, Essex, Hudson, Morris, Passaic, Sussex and Warren
- **Central:** Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset and Union
- **South:** Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem

Awarding of the RCC is at the discretion of the DVRS. Top scores will get first pick of region(s). Indicate which region(s) you are able to cover. It is possible for one agency to be awarded more than one region.

### **C. Available Funding**

The total amount of funding available for this grant program during fiscal year (FY) 2022 is \$1,350,000. The most that can be paid out is four hundred fifty thousand dollars to each RCC. Each RCC will be renewed annually based on a five-year project span of February 1, 2022 through January 31, 2027.

The funding source for this program will be Federal Rehabilitation Services-Vocational Rehabilitation Grants to States.

Subsequent funding for the span of the project will be contingent upon availability of state and federal appropriations.

### **D. Eligible Entities**

This contract is open to organizations either as single entities or collaborative with a mission of supporting those individuals who are Deaf and hard of hearing. These entities may include:

- Public or private non-profit and for-profit organizations
- Community Rehabilitation Programs
- Faith Based Organizations

**E. Requirements of Entity in order to be considered for funding under grant program**

- Organizations must have at least two years' experience serving individuals who are Deaf and Hard of Hearing and managers overseeing this contract and staff providing direct services must be fluent in American Sign Language.
- The Data Universal Numerical System Number (DUNS) and NJ Treasury Tax Clearance Certificate must be submitted at time of submittal. It must be current within 90 days of application submittal. **Tax Clearance** -Public Law 2007, c. 101 requires that as a precondition to the award of business assistance or incentive or as a component of the application for business assistance or incentive, a person or business seeking a grant, loan, loan guarantee, or other monetary or financial benefit from a department or agency of state government shall obtain a Tax Clearance Certificate from the director of the New Jersey Division of Taxation prior to the issuance of the grant, incentive or assistance. Click on the following link to access the [Application for Tax Clearance form](#).
- An entity must be in good standing with DOL's Division of Employer Accounts. Any organization that has an outstanding liability to DOL will not be able to have its contract executed by DOL until the liability is resolved. To eliminate disruption in services, grantee must have the authority to hire without delay of a governing board of trustees or other entity.

**F. Participants to be Provided Services**

Both adult consumers as well as in school students (ages 14 through 21) and out of school youth (up to age 24) who are deaf and hard of hearing will be serviced under this contract.

**G. Application Narrative**

**Mission of Organization**

Provide a brief description (no more than 500 words) of organization's mission, major activities and a history of relevant service delivery.

**Staff Organization and Qualifications**

Provide the name and title of each individual beginning at the executive director's level of the organization that oversees or operates the RCCs. Include each participating staff person and that individual's academic history, credentials, trainings specific to the field of the individuals who are Deaf and Hard of Hearing (D/HH) and experience in service provision to all four categories of D/HH individuals. All management and coordinator staff changes must be approved by Program Planning and Development Specialist (PPDS), Deaf Language Specialist prior to hire. All RCC managers and staff members providing direct services are required to communicate in American Sign Language and be knowledgeable in Deaf culture. All job developers and coaches must pass the DVRS Sign Language Communication Evaluation testing (SLCE).

**Services and Activities**

Describe how each category of individuals who are deaf and hard of hearing will require unique and individualized services.

Please explain how your agency will logistically provide services to individuals in all the counties in your selected coverage area.

The following are the required services and activities to be provided to adult consumers and Pre-ETS students. Please describe how your organization will conduct the following activities:

### **Adult Consumers**

Please describe how you will provide each service indicated below.

Prior to the commencement of these traditional adult services, consumers must have an open case with DVRS, determined eligible and placed into an Individualized Plan for Employment (IPE).

#### 1. Vocational Assessments

The RCC is expected to administer vocational assessments and provide reports to the referring DVRS Counselor. Vocational assessment tools shall be updated as necessary through the grant funding provided. A full comprehensive vocational assessment is not needed for Pre-ETS students. Vocational assessments are expected to be completed and a report provided to the DVRS counselor within 45 days of referral. Vocational Assessments are expected to provide an interpretation of data, with realistic recommendations considering consumer's limitations, strengths and job market trends. Staff administering assessments should have a minimum of a Bachelor's degree, the ability to sign fluently, understand the deaf and hard of hearing culture and knowledge of New Jersey workforce trends. The ability to administer and interpret a broad assortment of vocational evaluation instruments is highly preferred. If the potential evaluator does not possess the necessary skills for the position, specialized training by a Certified Vocational Evaluator who works with the Deaf population must be provided at the expense of the RCC.

- Provide a list of the various testing tools that will be used for vocational assessments.
- If available, provide a copy of an actual redacted vocational report administered by your agency. If not available, provide a copy of a mock report.
- Provide name of staff who will be providing this service and provide their credentials.
- Explain how you will provide services to a consumer with transportation limitations for vocational assessments.

#### 2. Job Readiness Training

- Job readiness shall have a curriculum for group and individual DVRS consumers. Provide a copy of your curriculum.
- Describe your job readiness process is (group/individual/technology used/training materials etc.)
- Indicate how often job readiness training will occur and length of time.
- Explain how you will provide services to a consumer with transportation limitations

#### 3. Job Development and Job Coaching

The RCC is expected to provide job placements within a reasonable period of time. The RCC is expected to ensure that the consumer is acclimated and stable in their job. Length of time for job coaching supports will vary depending on each consumer. Once consumer is stable, the 90-day count-down begins for the

DVRS counselor. Monthly progress reports for each consumer are to be submitted to the referring local office and counselor.

- Provide a detailed description of how your agency goes about job developing.
- Please provide the names of companies that your agency has developed positive relationships with for placement.
- Explain how you will provide services to a consumer with transportation limitations for job search and interviews.
- Explain how and in what situations you will utilize Qualified Interpreters or Deaf Interpreters for job interviews.
- Explain specialized support services that your agency will provide for deaf and hard of hearing consumers and employers during the interview, orientation and job coaching.
- Describe your experience with and/or how you plan to provide job and work environment analyses for consumers and employers in order to facilitate the provision of assistive technology and other solutions in employment settings.
- Provide your procedures on how you will ensure consumers will be stable in their job.

#### 4. Assistive Technology Demonstration Center

The RCC is expected to purchase various current work-related assistive technology equipment to demonstrate for individuals with all degrees of hearing loss.

- Provide a list of assistive technology you will have on display and where this display will be housed.
- Provide the name of the person who will be providing this service.
- Provide a copy of the ATD report which will be sent to the referring DVR Counselor.
- Describe your knowledge about how a consumer can obtain work-related devices/equipment for their job.
- Describe your knowledge about how a consumer can obtain independent living-related devices/equipment for their home.

#### **Pre-ETS & OSYES Consumers:**

Please describe how you will provide Pre-ETS under Workforce Innovation and Opportunity Act (WIOA) to high school students between the ages of 14-21 and out of school youth up to age 24. Prior to the commencement of Pre-ETS services, a completed NJDVRS Pre-ETS referral form and IEP records must be sent to DVRS. No eligibility or IPE is required. Eligibility and IPE are required for OSYES. Monthly progress reports for each student are to be submitted to the referring local office and counselor.

One full time Pre-ETS staff person at a maximum salary of \$50K is required to focus on Pre-ETS services. Describe your outreach efforts in order to locate D/HH students in schools, especially those in mainstream settings.

- Indicate schools you have identified as serving deaf and hard of hearing students.
- Include a curriculum outline for the following five core activities under WIOA:

- 1) Job exploration counseling;
- 2) Work-based learning experiences;

- 3) Counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs;
- 4) Workplace readiness training to develop social skills and independent living, and
- 5) Instruction in self-advocacy.

## **H. Reporting to DOL**

Successful applicants must report program outcomes using required templates on the System for Administering Grants Electronically (SAGE). The PPDS will monitor the activity to ensure contract outcomes are being met.

The RCCs will submit the following documents through SAGE:

1. The monthly Contract Data Tracking Form provided by the PPDS, DLS is due by the 10<sup>th</sup> day following the end of each month;
2. The detailed quarterly narrative report provided by the PPDS/DLS, that will include all relevant meetings held and attended, trainings received, staff changes, referral development activities and detailed expenditure reports including profit loss statement; and contract data tracking form due on the 10<sup>th</sup> day following the end of the quarter and
3. A grant closeout report within 30 days from the contract end date. Final reimbursement will be subject to the submission of the final report and acceptance by the LWD.

## **I. Quality of Services and Program Outcomes**

To ensure quality services are being performed, your agency is expected to have quality assurance measures in place. Your agency is expected to keep a record of hours spent on each service (vocational assessments, job readiness, job coaching, Pre-ETS, OSYES and assistive technology demonstrations).

- Explain how your agency monitors the quality of your services.

**Each RCC is expected to demonstrate the following outcomes:**

90% of Vocational Assessment referrals will be completed with report provided to DVRS within 45 days  
90% of Job Readiness referrals will obtain employment as a result of enhanced skills  
90% of student referrals will result in the completion of relevant core activities as identified by schools and/or DVR  
90% of ATD referrals will result in an increased awareness and expertise in assistive devices  
90% of successful placements will reach 90-day stabilization following job coaching

## **J. Application Package Information and Checklist**

### **Budget Summary and Narrative**

Each applicant must complete a well-constructed budget reflecting the full proposed budget for the entire proposal. Proposals implementing cost-effective approaches to development and delivery of programs and services will be given competitive preference. The program budget and budget narrative must also include all monetary and non-monetary funding sources or resources within the budget.

Amounts reported on the program budget must be fully supported by information provided on the budget narrative. The budget narrative must have a demonstrated cost basis. The cost basis shows how you arrive at the estimate you have provided. In most cases, the cost basis includes a calculation such as 50 notebooks at \$1.00 = \$50.00. Indirect costs may be allowed if they are based on an approved indirect cost plan and are deemed ordinary, necessary and reasonable by the grant selection committee. Budgets will be reviewed using the State of New Jersey policies and regulations as a guideline. The budget must relate to the activities and program components described in the proposal.

In addition, all applications must be produced using the following formatting requirements:

- Font – Times New Roman, 12 point;
- Spacing – double spaced;
- Margins – 1” top and bottom and 1” side margins;
- Pages must be numbered – X of X pages, centered at the bottom of the page;
- Charts and graphs are allowed but must be clearly labeled and described;
- Applicant/Organization’s name must be listed on each page;
- Total package shall not exceed 20 pages.

**Checklist**

To ensure consistency and fairness of evaluation, the DOL requires that each applicant seeking funding under this grant program submit an application that includes, at a minimum, the components listed below.

<i>Required</i>	<i>Checklist</i>
	Required Documents (Application Narrative, Tax Clearance Certificate, ETPL Provider)
	Budget Details (Schedules A B C)
	DOL Standards Assurances and General Provisions
	NJ Tax Clearance Certificate

**K. Application Submission Date**

NJDOL’s online grant system, the System for Managing Grants Electronically (SAGE). Applications are submitted online, via SAGE at <https://njdol.intelligrants.com>

Applicants must determine who will serve as the Authorized Official (AO) for this grant application. The AO must:

- read and understand the FY2022 Notice of Grant Opportunity (NGO).
- register (create an account) in the System to Administer Grants Electronically (SAGE) and submit a Letter of Intent (LOI) to apply for a FY2022 Regional Career Center for Individuals who are Deaf and Hard of Hearing (RCC) grant.

The AO may delegate completion of the application to others by giving access in SAGE, but should be aware that responsibility for the contract remains with the AO for the life of the grant.

Applicants interested in applying for the RCC grant must submit a LOI to express interest in the grant opportunity. This notification allows NJDOL to have sufficient resources in place to carefully review each proposal and to obtain access to the application in SAGE. **Applicants must complete, sign and submit a letter of intent in order to start the application on the SAGE system for the grant opportunity no later than December 16<sup>th</sup>, 2021.** Allow an additional two business days to process once received.

A sample LOI can be found in Attachment A. The completed and signed LOI must be emailed as an attachment to [DVRNGOTA@dol.nj.gov](mailto:DVRNGOTA@dol.nj.gov)

Incorrect or missing information or failure to register in SAGE will delay the processing of the LOI, which will delay access to the online application. Once the Authorized Official is registered and approved in SAGE, applicants can then proceed to enter the required information and documentation in the SAGE system. If the organization is already registered in SAGE, please include that information on your LOI.

#### **L. Technical Assistance Q&A**

**Please email questions you would like to be addressed to [DVRNGOTA@dol.nj.gov](mailto:DVRNGOTA@dol.nj.gov) by December 7<sup>th</sup>, 2021.** Technical Assistance Sessions on Zoom will be on the following dates. Please click on Zoom link to register in advance for your preferred session:

**December 10<sup>th</sup>, 2021 9:45-11:00am**

<https://www.zoomgov.com/j/1608149896>

**December 10<sup>th</sup>, 2021 1:45 pm to 3:00pm**

<https://www.zoomgov.com/j/1605921194>

**After registering, you will receive a confirmation email containing information about joining the meeting.**

#### **M. Award Process and Notification**

**Panel Review Process:** The DOL will conduct an internal review of each grant application. A panel review team will evaluate the application on the basis of quality, comprehensiveness, completeness, accuracy and adherence to the guidelines and requirements of this NGO. Applicants are reminded that grants will be awarded through a competitive process. The DOL cannot fund all applications submitted; therefore, only applications that meet the highest standards will be awarded.

**Award Notification:** A final approval is made by the Commissioner of the DOL. Applicants will be notified of the status of their application and any requested revisions, if applicable, following the panel review.

**ATTACHMENT A**

**Letter of Intent**

**(On your organization's letterhead)**

Department of Labor and Workforce Development  
Division of Vocational Rehabilitation Services  
[DVRNGOTA@dol.nj.gov](mailto:DVRNGOTA@dol.nj.gov)

RE: FY22 Regional Career Center for Individuals who are Deaf or Hard of Hearing (RCC D/HH)

Please accept this letter as notice of my intention to apply for the New Jersey Department of Labor and Workforce Development fiscal year 2022 RCC D/HH contract. I have completed registration (created an account) in the System to Administer Grants Electronically (SAGE), and did read and do understand the FY22 RCC D/HH Grant Opportunity, and am aware of my responsibilities as the Authorized Official.

(Organization's Name) proposes to provide deaf and hard of hearing employment and related services as outlined in the notice of grant opportunity in the (North, Central or South) region of the State of NJ.

- Legal business name:
- Federal Employee Identification # (FEIN):
- Dun and Bradstreet # (DUNS):
- NJ business address:
- County of NJ business:
- Business web address:
- Name of Authorized Official:
- Title of Authorized Official:
- Direct phone # and email address of Authorized Official:
- Main point of contract for the RCC Deaf/HH application:
- Direct phone # and email address of main point of contact:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Email this completed form as an attachment to: [DVRNGOTA@dol.nj.gov](mailto:DVRNGOTA@dol.nj.gov)

## ATTACHMENT B

# Standard Assurances and Certifications

### ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) 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.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) 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; (f) 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; (g) 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 drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the
- G) Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for

federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- H) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- I) 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.
- J) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- K) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- L) Will comply with environmental standards 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; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to state (Clear 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 (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- M) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- N) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- O) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- P) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- Q) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- R) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- S) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

- T) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

## **2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant 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 or the state of New Jersey.
- 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 B of this certification; and 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.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

## **3) CERTIFICATION REGARDING LOBBYING**

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) 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 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.
- B) 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 an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) 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 agreements) 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 31 U.S.C 1352. 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.

#### 4) **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee 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:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4) 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:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) 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 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) 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
  - 2) 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.

#### 5) **NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The 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 to provide *reasonable accommodation* to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)**

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check ( ) if there are workplaces on file that are not identified.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Signature**

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

**General Provisions**

**DEFINITIONS**

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.

## 1) COMPLIANCE WITH EXISTING LAWS

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents: <http://www.whitehouse.gov/omb/circulars>.
  - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
    - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).
    - (b) State Grant Compliance Supplement: <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.
  - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify LWD and refund all money to LWD, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

## 2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The 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 to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

### **3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES**

- A) A grantee may be considered high risk if LWD determines that a grantee:
  - 1) Has a history of unsatisfactory performance;
  - 2) Is not financially stable;
  - 3) Has a financial management system which does not meet the standards set forth in section 4;
  - 4) Has not conformed to terms and conditions of previous awards; and
  - 5) Is otherwise not responsible.
- B) When LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
  - 1) Payment on a reimbursement basis;
  - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
  - 3) Requiring additional, more detailed financial reports;
  - 4) Additional project monitoring;
  - 5) Requiring the grantee to obtain technical or management assistance; and
  - 6) Establishing additional prior approvals.
- C) If LWD decides to impose such special conditions and/or restrictions, an LWD official will notify the grantee as soon as possible, in writing, of:
  - 1) The nature of the special conditions and/or restrictions;
  - 2) The reason(s) for imposing the special conditions and/or restrictions;
  - 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by LWD and the time allowed for completing the corrective actions; and
  - 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

### **4) FINANCIAL MANAGEMENT SYSTEM**

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
  - 1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting

requirements of the grant;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by LWD;

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

- C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf).
- D) LWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD approval.

## 5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the agreement period or during an approved extension agreed upon by the grantee and LWD, and only in the amount specified in the agreement. All obligations shall be liquidated by the period provided in the agreement and per federal and state requirements.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2

CFR 200.430(i) Standards for Documentation of Personal Expenses.

The grantee is responsible for the proper withholding and payment of employment-related taxes for any individual hired or otherwise employed by the grantee who meets the definition of employee in accordance with N.J.S.A. 43:21-19(i)(6).

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., general and administrative or indirect), it is the sole responsibility of the grantee to provide documentation substantiating such cost. It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., general and administrative or indirect). Funding of the budgeted amount of the pooled costs in this agreement does not imply approval by LWD of the amount or method of calculation.

## **6) MATCHING AND COST SHARING**

The grantee shall be required to account to the satisfaction of LWD for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

## **7) PROGRAM INCOME**

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

## **8) PRICE WARRANTY**

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

## **9) PAYMENT METHOD**

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been executed. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms required by LWD and upon appropriate certification by the director of finance and accounting of LWD, LWD will pay the grantee per the agreement's payment schedule.

- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD may request additional reports.

## **10) REPORTING REQUIREMENTS**

The grantee agrees to provide all reports specified in the agreement within the established timeframe and to the satisfaction of LWD. Financial reports are to be reported on the accrual basis of accounting.

## **11) STATE MONITORING, EVALUATION AND AUDIT**

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

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

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

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses

incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.

- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
  - State Grantor Organization;
  - Program Title/Name;
  - State Grant Award Number or Account Number;
  - Grant Award Period;
  - Fiscal Year Grant Expenditures;
  - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
  - A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
  - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
  - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

## 12) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

Retention – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from

the date of the final expenditure report. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – LWD may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

### **13) PROCUREMENT STANDARDS**

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to LWD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

### **14) PROPERTY**

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

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

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, LWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by LWD upon notice given to the grantee and shall promptly be made available to LWD for inspection. LWD agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not

limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

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

## **15) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed [Federal](#) per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

## **16) SUBCONTRACTING**

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee apply to any subcontractors or third parties hired by the grantee. None of the work or services covered by this agreement shall be contracted or subcontracted without the prior written approval of LWD. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The grantee agrees to impose similar conditions upon any subgrantee to ensure their compliance with all the terms and conditions of this agreement. LWD \*retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the services for which the funds are being provided. At LWD's request, the grantee will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said subgrantee.

## **17) MODIFICATIONS**

Modification to the agreement will be made in accordance with procedures prescribed by LWD effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) LWD and grantee agree to make any changes to this agreement only through a written modification
- C) All modifications to this agreement will be appended to and become part of this agreement.

## **18) DISPUTES**

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by LWD, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee 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 grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. LWD and grantee preserve all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

## **19) SEVERABILITY**

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

## **20) TERMINATION**

- A) Termination for Convenience – LWD or grantee may request a termination for any reason. LWD or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – LWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee 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, LWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD 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.
- C) Termination or Reduction of Funds
  - 1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the commissioner of LWD shall be immediately incorporated into this agreement.
  - 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 LWD at any time.

## **21) CONTRACT CLOSEOUT**

- A) The following definitions shall apply for the purpose of this section:

- 1) Contract Closeout – The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
  - 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.
- C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.
- D) Within the limits of the agreement amount, LWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and LWD 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 agreement.
- F) The grantee shall account for any property received from LWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.

## **22) PERFORMANCE**

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to LWD as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to LWD within 48 hours of its discovery.

## **23) CONFLICTS OF INTEREST**

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities offered by the grantee, its agent or representative to any officer, director or employee of LWD with a view toward securing this agreement or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the agreement voidable at the option of LWD, and may justify further action under applicable state and/or federal laws.

## **24) BONDING AND INSURANCE**

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

## **25) AVAILABILITY OF FUNDS**

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by LWD or an event of default under the agreement and LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from LWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be

construed as a commitment by LWD to expend funds beyond the termination date set in the agreement.

## **26) LIABILITY**

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to its employees or recipients of the grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors or from the grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**Grant Specific Provisions**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

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**Printed Name and Title**

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**Signature**

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**Date**