STATE OF NEW JERSEY

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

OPPORTUNITY PARTNERSHIP TRAINING GRANT

NOTICE OF GRANT OPPORTUNITY

Fiscal Year 2022

New Jersey Employment and Workforce Development Act

P.L.1992, c.43 & 47 (*N.J.S.A* Chapters: 34:15D-1 et seq., 43:21-1 et seq., 45&48)

New Jersey Administrative Code Title 12, Labor and Workforce Development

Chapter 23, Workforce Development Partnership Program

Subchapters 3-5 (Individual Training Grants et el.)

Announcement: Fiscal Year 2022
Robert Asaro-Angelo
Commissioner

Opportunity Partnership Grant

Notice of Grant Opportunity
Fiscal Year 2022

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Notice of Availability of Grant Program Funds

Take Notice that, in compliance with N.J.S.A. 52:14-34.4 et seq., the Department of Labor and Workforce Development (Department) regularly publishes on its website: https://www.nj.gov/labor/, all notices of fund availability pertaining to Federal or State grant funds which may be awarded by the Department. The notices of grant opportunities may be found on the Department's website in the tab "Research & Information"..

The State of New Jersey is committed to strengthening workforce development services by encouraging displaced/dislocated workers meet their full potential through occupational training that enables them to transition to in-demand industry occupations. While the economy needs to produce a range of jobs that provide employment opportunities to workers with varying skill levels, advancement in most occupations also require additional skills obtained through training. Essential to this commitment is the State's "culture of cooperation" where state agencies collaborate with local agencies along with private and public sectors through the establishment of partnerships. A skilled and educated workforce can only be obtained and maintained if businesses have access to skilled workers through a quality training system responsive to the in-demand needs of the employer.

A. Name of Grant

New Jersey's Opportunity Partnership Grant

B. Purpose of the Training Grant

The purpose of the Opportunity Partnership Grant (OPG) training program is to assist displaced/dislocated workers secure employment by providing occupational training in industry sectors recognized and driven by employer's "in-demand" needs. The goal of the OPG training program is to re-connect training participants with gainful employment that offers them a sustainable wage. In an effort to provide training services that are needed by employers and find workforce skill gaps that are present in the current economy, applicants are encouraged to review labor market information in the "***Demand Occupation Listings***", at the DOL website: https://www.nj.gov/labor/lpa/lbrdmand/LaborDemand_index.html .

B1. Purpose for which the grant funds will be used

The Department will focus their investments on training programs that result in industry specific jobs that are "***in-demand***". Funds are appropriated to develop skills for displaced/dislocated individuals that result in employment in a labor demand occupation. The training offered must lead to an industry recognized certificate, credential, or licensure required by employers, in demand industry sectors. When calculating the total cost of the grant request, not more than 10% of the funds received shall be expended on anything other than direct training costs--direct costs do not include the service provider's administrative expense(s).

B1.1. Occupational training funded: Occupational training must fall within a "labor demand occupation" in a labor demand occupation determined by New Jersey's Workforce Development Board (WDB) http://www.njsetc.net/njsetc/localwdb/find/. *"Labor demand occupation" is an occupation for which there is or is likely to be an excessive demand for labor beyond the current supply for adequately trained workers within the specific occupation.*

- **Number of applications to be submitted for funding:** Only one application may be submitted per job title; an applicant may submit more than one application for different job titles within an industry sector. The applicant's employer-partner may have a need to hire various job titles that have different training requirements, number of training hours, and associated costs; therefore, a separate application must be submitted for **each** job title. Additionally, no more than one industry-sector should be targeted in the applicant's application.

- **Applicants must describe the type of credential and the accrediting organization:** The successful grantee will not only award participants who complete the training program a certificate of completion but also, if a requirement of the participant's training-related employment prospect, facilitate the industry related credential or licensure granted by the authorized agency or organization (i.e., the applicant must specify the name of the accrediting organization or body that will certify the credential required for employment by the applicant's employer-partner). If an industry-recognized credential and/or licensure are required for the job title, the grantee will incur the cost and facilitate the participant's examination in order for them to receive the required certification, credential, and/or licensure issued by a state and/or federal licensing agency or organization. In some cases, the criteria for the license may include some combination of work-based learning, assessments, certifications, educational certificates, or degree attainment in order to meet the accrediting organization's requirements. Should the trainee fail any sections of the requirement, the grantee will provide additional training at no cost unless otherwise defined as indicated below:
  - *If the trainee does not pass the required test for certification as required for employment in the training related occupation, the grantee will provide additional training (including test preparation) and testing fees at no cost to the trainee. If, after sufficient preparation, the student fails the test the second time, all subsequent test charges are to be paid by either the training provider or the trainee. The grantee or DOL is not obligated to provide additional training or pay testing fees for the trainee's third attempt.*
  - *If credential or licensure is a requirement of employment, course completion payment from DOL to the grantee will be paid after the trainee receives the industry documentation required by the applicant's employer-partner.*

B1.2. OPG grant funds as a supplement to financial aid or other assistance: If training is provided in connection with a program under which individuals may obtain a college degree, individuals eligible for training grants must apply for all Federal, State and other sources of financial aid or assistance. PELL grants, other tuition assistance or other student aid must be used first for the cost of tuition and fees. Training candidates who are eligible for a PELL and/or any other grant but whose grant award cannot be estimated will be permitted to enroll in training under the Opportunity Partnership Grant. If or when other grant awards are determined for an individual training candidate, the Opportunity Partnership Grant (OPG) grant funds contracted for the individual will then be used as a supplement to financial aid or other assistance.

B1.3. DOL will not fund: Training that is not comparatively priced with similar training titles listed on the state's eligible training provider list (ETPL) unless the applicant states that the training offered includes more preparation than recorded on the ETPL. The value-added preparation must be clearly described in the applicant's application.

C. Amount of Funding Allocated for Fiscal Year 2022

The projected amount of funding allocated by the Department of Labor for the Opportunity Partnership Grant training program is estimated to be **$1,500,000**. This allocation is contingent upon the amount available in the Workforce Development Partnership Program (WDPF) training fund.

C1. Grant Amount Awarded to Vendors: The amount awarded to vendors will be no more than **$200,000** per application. Final awards are contingent upon the Commissioner's approval and the availability of funding.

- **Applicants may budget a cost of up to $6,000 per trainee:** The cost per trainee is calculated by dividing the total budget cost by the number of projected participants to be enrolled. This cost may include all planning, training, administrative, and follow-up directly related to the cost of training (e.g., cost of instructors, consultants, facilitators, books, supplies and/or equipment) which have been specifically identified by the training provider as a requirement for successfully completing a course or training program. Application fees and other fees may also be paid under the grant program. These acceptable fees related to a training program include but are not limited

to background checks, library fees, lab fees, computer lab fees, test fees, and all third-party testing and credential/licensure cost if required. The trainee must not incur any costs either associated with the training or as a condition of employment unless otherwise contractually defined.

- **Reimbursement for Training:** Payments are disbursed using the "pay-for-performance" method within the following benchmarks:
  - **Twenty-five percent** of total approved cost per trainee after the course starts and the trainee is enrolled for at least **10 days**.
  - **Twenty-five percent** of total approved cost per trainee after contracted hour's **mid-point**
  - **Forty percent** of total approved cost per trainee after training qualifications are verified by DOL and if requirement for employment, credential/certification/licensure are received by the certifying agency.
  - **Ten percent** of total approved cost per trainee after the trainee is hired and placed into a full-time position if within 90 days of completing the training or an extension date approved by DOL. The grantee will be reimbursed for job placement upon verification by DOL (i.e., Attachment G "Trainee's Employment Verification" form -- Employment verified by the Training Provider)

Source and recruit eligible candidates: Until further notice, One-Stop Career Centers are Available for Virtual Services -- Due to the COVID-19 pandemic, One-Stop Career Centers may be closed to in-person visits. However, NJDOL will continue to provide these critical services online, via email, and by phone. Please visit online at **One-Stop Career Center Services**,

Applicants who are awarded a training grant must collaborate and cooperate with the One-Stop Career Centers to source and recruit eligible candidates for their training program. The One-Stop Career Center (OSCC) must identify those candidates who are eligible and qualified to receive OPG training. The candidate must have an Employability Development Plan (EDP) prepared by the OSCC prior to enrollment in training that indicates that the candidate is eligible, qualified, and approved to receive OPG training; the student may not self-enroll. The applicant must indicate in their application the location of the training and explain how they plan to collaborate with the OSCC to recruit candidates.

- DOL will provide the successful applicant with OSCC contact information and the process to recruit training candidates.
- The One-Stop Career Center will provide the identification number of those registered and qualified to receive OPG training.
- Candidates must be selected by the grantee and recommended by the OSCC based on the candidate's determined need and established interest in the occupational training offered.
- Individual's self-enrollment prior to the OSCC approval of an EDP are not eligible under this grant.

- **Target population eligible to receive training:** In order to be eligible to receive training a candidate must be a qualified displaced/dislocated worker as defined in the WDPF.
  "Qualified displaced worker" as defined in WDPF legislation means a worker who:
  1) Is unemployed **and**:
  a. Is currently receiving unemployment benefits pursuant to R.S.43:21-1 et seq. or any federal or state unemployment benefit extension; **or**
  b. Has exhausted eligibility for the benefits or extended benefits during the preceding 52 weeks; **or**
  2) Meets the criteria set by the Workforce Investment Act of 1998, Public Law 105-220 (29 U.S.C. ss.1651 et seq.), to be regarded as a "dislocated worker" pursuant to that Act [Act amended to the Workforce Innovation Opportunity Act (WIOA) Public Law 113–128, (29 U.S.C. 3102) July 22, 2014, 128 Stat. 1425]. A "Dislocated Worker" as defined in WIOA sec. 3(15) legislation is a worker who is authorized to work in the U.S., **and**

a. Is unemployed and have lost their job through no fault of their own, eligible for or exhausted UI and unlikely to return to this industry or occupation; **or**
b. Has lost job from permanent closure or substantial layoff of a plant, facility or enterprise; **or**
c. Was self-employed and now unemployed because of economic conditions or natural disaster; **or**
d. Is a displaced/dislocated homemaker—an individual who was dependent on the income of another family member and is no longer supported by the income of that family member; **or**
e. Is a non-retiree military service member who was discharged or released from service under conditions other than dishonorable, or has received a notice of military separation issued in advance of 180 days; **or**
f. Is a spouse of a member of armed forces on active duty who is unemployed or underemployed and is having trouble in obtaining or upgrading employment; **or**
g. Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or service-connected death or disability of the service member.

D. Entities That Can Apply for Funding

Service providers of employment and training services are eligible to apply, including but not limited to:

- New Jersey's Workforce Development Boards (WDB's) who engage external "third-party" training providers (Workforce Development Board applicants who apply as a service provider should adhere to WIOA guidance).
- Post-secondary educational institutions**,** and
- Qualifying schools who are approved by DOL. (click for regulations of "qualifying school")

The successful applicant will serve as the entire legal entity, the lead agency of record, the legally recognized fiscal agent for the grant project, and the single point of contact for DOL. The lead agency will be responsible for overseeing the implementation of all aspects of the grant such as curriculum, training logistics, recruitment of candidates in collaboration with the OSCC assigned OSCC liaison, trainee's job placement as agreement with employer-partner(s), program monitoring and reporting, the spending plan, and fiscal management of the grant award.

D.1. Contact with Workforce Development Boards: Local area Workforce Development Boards (WDB) are critical for the success of the OPG training program. Displaced/dislocated individuals who receive OPG training must meet the eligibility criteria established by the local One-Stop Career Center (OSCC) which operates in conjunction with local area's Workforce Development Board.

- The applicant must contact a representative from the area Workforce Development Board (WDB) Local WDBs in NJ for the purpose of guidance and to discuss the applicant's proposed project and intent to apply for the Opportunity Partnership Grant which is State funded through the Workforce Development Partnership Program (WDPF).
- The applicant must state in their application they have contacted a representative (e.g., One-Stop Operator, Manager, and/or One-Stop Counselor) at the WDB and have discussed and understand the method established by the local area OSCC for: eligibility determination, recruitment, and follow-up. At a minimum, the applicant should understand the responsibilities of the parties and their particular roles and their individual responsibilities.
- **Workforce Investment Board applicants** who apply as a service provider should adhere to WIOA guidance:
  - In order to effectively promote and develop quality training and industry sector strategies, it is vital that

WIOA's "Individualized Career Services" program and OSCC partner programs work together to ensure a customer-centered approach to service delivery.

- Individuals who are qualified and meet the eligibility criteria for both the Opportunity Partnership Grant and WIOA Title I (Dislocated Worker) may be **co-enrolled** in these programs. Designated staff must record, in the individual's AOSOS record, information regarding to assessments, referrals, participation, job placement, etc.
- **Co-enrollment** is defined as enrollment in two or more WIOA programs (e.g., contracts for training services), and/or special grant programs funded by the State. Co-enrollments benefit the Customer Jobseeker and may be used to leverage services that are available to ensure a positive outcome. Coordination of co-enrollment will eliminate the duplication of these services and reduce the amount of time staff spends providing intensive services such as case management, job search assistance, and follow-up services. The OSCC network seeks to co-enroll for the benefit of the Customer with services from other programs that supplement and/or enhance those services not to duplicate them.

D.2. One-Stop Career Centers (OSCC):

Should the applicant receive the training grant, the successful grantee should understand how to interface and collaborate with the **One-Stop Career Center** . The grantee must cooperate and collaborate with the OSCC assigned liaison at the **One-Stop Career Center** to conduct information sessions regarding training and employment opportunities for potential eligible candidates. Prior to conducting the information session, the grantee must collaborate with the OSCC liaison and provide them with the job analysis/description (Attachment C) information to ensure all candidates have knowledge of the training, specifications and requirements of the job, and any additional resources and/or services that may be available through the OSCC system. All flyers and advertising for the training must be reviewed by the DOL Assigned Program Specialist and approved by the OSCC prior to holding the information session.

- **Notice to the OSCC:** The successful grantee should expect to provide the OSCC liaison at least **two to four (2 to 4) weeks** advance notice before scheduling an information session to ensure that the OSCC has **adequate time to notify all eligible displaced/dislocated workers** about the opportunity to attend the session. The final recruitment timeframe will be determined between the OPG grantee and their OSCC liaison. The grantee must also notify the assigned DOL OPG Specialist and provide the final logistics of the proposed information session. The assigned DOL OPG specialist and other DOL representatives may arbitrarily attend these informational meetings.
- **Collaboration with the OSCC liaison:** Eligible displaced/dislocated workers must participate in an information session facilitated and coordinated by the successful grantee in collaboration with the OSCC liaison. The information session may be "***virtual" and/or "in person" only if the Center for Disease Control and Prevention (CDC) and DOL safety requirement are in place and followed.*** During the information session, in addition to providing course information, the successful grantee shall provide a realistic picture of the employer's requirements and essential functions of the job. In addition, the training provider should describe the challenges program participants may encounter on the job and discuss how they should manage these challenges in a positive way.
- **Training candidates must be registered with the OSCC:** All individuals accepted as candidates for the training program must be registered with the OSCC.

    - After the individual attends the information session presented by the training provider, the candidate(s) selected is/are required to meet with the qualified counselor who will provide employment counseling and help the candidate generate an Employability Development Plan (EDP) and to qualify the candidate for OPG training. Successful grantees will check with the OSCC liaison

to ensure that all participants accepted into the training program are registered with the OSCC, have received an identification number, and have an EDP that indicates the candidate is qualified and approved to receive OPG training.

- The successful grantee will keep the OSCC assigned liaison and the DOL assigned specialist informed and up to date with the trainee's progress, provide trainee's enrollment dates, course completion dates, and job placement information when it becomes available.

E. Requirements of Applicant

- **Tax Clearance Certificate:** Unless the applicant is an entity with exemption status, 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 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 [https://www.state.nj.us/treasury/taxation/busasst.shtml] from the director of the New Jersey Division of Taxation prior to the issuance of the grant, incentive or assistance. Tax Clearance certificates may be requested through the State of New Jersey's Premier Business Services (PBS) portal online. *The use of the portal **replaces** the need for the paper application submission to the Division of Taxation; the processing fee is also waived with the use of the portal. Each applicant will be able to print the necessary clearance certificate through their business's portal account.*

  State of New Jersey W-9 Form: A completed State of New Jersey W-9 form must be on file with the New Jersey Department of Treasury. It is the applicants' responsibility to ensure this step is completed. Applicants must register with the New Jersey Department of the Treasury online https://www.state.nj.us/treasury/purchase/njstart/vendor.shtml and receive a Vendor Identification Number.

  The applicant's Vendor Identification Number must be included in the application: To obtain a Vendor Identification Number: NJSTART. Failure to complete this step will delay or forfeit a grant award if issued. (Note: grantee's reimbursement checks are linked with the Vendor ID Number that is on file with the NJ Department of Treasury; as a result, reimbursement checks are mailed to this address).

- Applicants must describe their ability to partner with employers. Applicants must define and describe their experience with engaging employers and their capacity and experience in delivering education and training within the employer's industry sector. Each application must include the employer-partner's contact information.

- All training providers must be registered on the DOL Eligible Training Provider List (ETPL): http://www.njtopps.org/.

- Applicants who engage external "third-party" training provider(s) must include the contact information (name, address, e-mail address and phone number) in their application; external "third-party" training providers must be approved by DOL. Grantees may not assign or subcontract with other service or training provider(s) without the written consent and authorization of DOL. An attempted assignment or subcontract without DOL's written consent shall void the contract.

E1. Intent to provide high-quality instruction in occupation skill areas that result in full-time employment. The applicant must propose training for qualified displaced/dislocated workers with the intent to provide instruction in demand occupation skill areas specifically required by the employer-partner(s) in order to fill immediate or projected full-time job openings. Employment for the trainee must be classified and determined by the employer-partner as ***needed for full-time employment***. Training is to be conducted with the

employer's intent to employ the selected individual(s) for a period of at least six months following successful completion of training.

The number of training slots listed in the application is an indication and expectation of the number of <u>full-time</u> job positions that are projected to be available within 90 days from the trainee's successful completion and credential requirements.

- **Training Plan:** Training should be provided in a setting facilitated by a qualified instructor at a time, date and location designated by the training provider. The training provider should offer training using modalities conducive to imparting information and industry-related training required by the employer-partner(s). The training may be "***virtual" and/or "in person" only if the Center for Disease Control and Prevention (CDC) and DOL safety requirement are in place and followed.***
  - The applicant must provide a description of the type of training provided and the timeline. Contracted training hours must be structured utilizing a method that the instructor and the student have the ability--and technology if virtual--to interact with each other. The trainee must not receive a payment or stipend during any phase of practical, clinical, pre-apprenticeship, or internship training. Training at the employer-partner's location must be accompanied concurrently or otherwise, by whatever amount of classroom-based or equivalent occupational training, remedial instruction or both, is deemed appropriate by the employer-partner and/or DOL.
  - The successful applicant will provide training consisting of no less than 20 hours per week. The successful applicant *must provide a written attendance policy to the trainee* and inform the DOL Program Specialist and their contact at the One-Stop Career Center should the student stop attending training for any reason, or should there be any deviation from the proposed curriculum and/or schedule including where, when, and why.
  - The successful applicant will coordinate all training program information sessions and recruitments; oversee student assessments and employer screenings, provide instruction of occupational training in identified skill areas; ensure program participant's placement into training-related employment within 90 days of the conclusion of the training and, report such job placements and job verification form to their designated OSCC and DOL liaisons.
- **Program Assessment Plan:** The applicant must specify in their application that they will implement a formative assessment plan for each individual trainee. Should the applicant be awarded the grant, the grantee is required to submit a monthly dashboard report and a final report at the conclusion of the grant. The purpose of the monthly dashboard report is to document and provide each individual's development from recruitment to the individual's job placement; the final report is summative and inclusive for all trainees—required reporting forms will be provided by DOL.
  - The plan should include benchmarks that monitors the individual's progress toward meeting specific program objectives based on the program's required performance indicators.
  - The plan should describe how the applicant will use the information collected through the assessment to monitor the individual's progress toward completion and job placement.
  - The plan should include engagements with employer-partner(s) to ensure job placement success of the individual(s) and describe strategies to replicate success for future job seeker trainees.
- **Subcontracted training:** Grantees may not assign or subcontract to a service or training provider without the written consent of DOL. An attempted assignment or subcontract without DOL's written consent shall void their contract. Should DOL approve the assignment or subcontract, all training providers utilized as part of the grant must be listed as "approved" on the state's Eligible Training Providers List (ETPL) including training services subcontracted by the applicant's external "third-party" training provider.

Additionally, all courses in the applicant's training plan must be listed on the ETPL and are subject to DOL's review and approval. If the course is not on the ETPL at the time of the application, upon course approval, DOL expects that the training provider will notify DOL when the course is approved and added to the ETPL before the grant award is finalized and instruction begins.

- **Employer-led Partnerships:** Applicants are required to partner with a business or consortia of businesses from one of New Jersey's target industry sectors. In an effort to provide training services that are needed in the prospective occupational area, applicants are encouraged to review the Labor Market Information Data for Occupational Listings at the DOL website to review:
  - Labor Demand occupations https://www.nj.gov/labor/lpa/lbrdmand/LaborDemand_index.html
  - Standard Occupational Classification {SOC codes} https://www.onetonline.org/find/
  - Training Program Classification of Instructional Programs {CIP codes} and Program Titles associated with the code http://nces.ed.gov/ipeds/cipcode/search.aspx?y=55

- **Employer's role in the partnership:** Employers are critical collaborators and partners in the successful outcome of the OPG program; therefore, it is expected that the applicant will form employer-partnerships. Employers should play a primary role by providing input for the program curriculum design and instruction. The curriculum should be customized to teach specific skills resulting in an industry-recognized credential if required by the employer-partner. The employer-partner relationship is intended to increase capacity in developing employer-driven successful outcomes in demand occupations by offering full-time permanent positions to those who successfully complete the OPG training program. Employers should be invited and strongly encouraged to attend information sessions to meet and interview potential training candidates and continue their involvement throughout the training.
- **Employer's letter of need**: The applicant should obtain a **letter of need from each employer** that indicates the employer's interest to become a significant workforce partner. Letters of need must be on the company's letterhead, include the employer's phone number, and signed by a company official. DOL will contact the employer's hiring manager to verify that the employer acknowledges their role in the training provider employer-partnership. Should the department determine that the employer's described role in the partnership does not exist the applicant's application will not be considered for panel review.

- **Job that yields a wage beyond self-sustaining:** The "Self-Sufficiency Standard" establishes a family sustaining wage specific to most families. It is anticipated that occupational training provided through the Opportunity Partnership Grant will enhance the job-seekers marketable skills and/or earning power and ultimately provide a pathway to a job that yields a wage beyond self-sustaining.
  - The trainee's projected earnings and method of compensation are examined closely by DOL. DOL's expectation is that employer-partners will commit to offer full-time employment at a wage rate within the parameters of fifteen ($15.00) dollars per hour or a wage rate determined by a comparison of in-demand jobs throughout New Jersey. DOL reserves the right to review and make final determination.

- **Job Placement Plan:** The successful grantee is required to develop a job placement plan for the trainee. The job placement plan must include a procedure for assisting the training participant with job placement by facilitating an introduction/interview with the grantee's employer-partner. The job placement benchmark is established when the trainee is hired at the contracted rate of pay or greater, into a training related job that is determined full-time by the employer.

- **Demonstrated Outcome:** Performance resulting in job placement is fundamental to the success of the training program. The applicant must include in their application a job placement contingency/back-up employment plan in case the original employer-partner is not able to fulfill their job placement commitment at the end of the training. Employer-partners not initially listed must be reported to the OPG Program Specialist and approved by DOL.
  - Should the trainee accept employment in a training related occupation prior to meeting the course completion benchmark requirements, the trainee must complete the course completion requirements within 90 days of the job placement date or DOL is not obligated to remunerate the grantee the amount set forth in the course completion benchmark.

E2. Program Reporting/Invoicing Requirements

- **State of New Jersey – Vendor Registration:** to become a New Jersey State vendor, applicants must register with the New Jersey Department of the Treasury online at; **https://www.njstart.gov/bso/** It is the applicant's responsibility to ensure this step is complete**.** ***(Vendor ID number must be included in the application)***
- **Successful grantees must report monthly:** program activity, participant data, and program outcomes. DOL will provide the reporting forms. All reports should be submitted electronically to the assigned DOL representative as required. The assigned representative will monitor the monthly activity to ensure contract deliverables are being met and validate invoices for payment. Monthly reporting is required even if there is no change in activity from the prior month.
- **Recordkeeping and Reporting:** Applicants must have a working knowledge of the OPG training program's specific goals and objectives in order to assist their personnel with identifying effective ways to collect, record and analyze the data that will serve to meet training program objectives.
  - The successful applicant must provide their personnel with effective strategies for reporting student and project performance to their One-Stop's liaison and the DOL's Program Specialist.
  - The successful applicant must have a working knowledge of the Department's performance reporting requirements
  - Grantees will be reimbursed using a "pay-for-performance" method for expenses incurred during the prior month
  - Grantees will be required to complete and submit the following documents:

    1. A monthly report (Dashboard Example-Attachment F), due by the 5th of each month detailing all activities performed under the grant including a list of class offerings, the number of classes provided, the number of clock hours for each course, the list of names of participants in each class, the number of trainees successfully completing the class(es) and if applicable, the names and address of the employer-partner as well as the date of employment and the starting wage. Submittal of a dashboard is required even if there is no activity or expenses incurred for the month.

    2. A monthly invoice, expenditure report, and benchmark tracking form due by the 5th of each month detailing all expenses incurred during the prior month. Grantees will be paid on a prior month cost reimbursement method, after the invoice has been submitted to, and approved by DOL.

    3. A final closeout report must be submitted within 30 days along with the final invoice for the last job placement benchmark. The final closeout report must include: program activities, assessments on training outcomes, a compilation of financial information, descriptions of barriers in meeting

goals if applicable, success stories, best practices learned, and return on investment. The DOL representative will provide the closeout forms. Final reimbursement will be subject to the submission of the closeout report and acceptance by DOL.

4. On occasion grantees may arbitrarily be required to submit ad hoc reports on short notice.
5. DOL reserves the right to request training evaluations from all trainees.

E3. Program Utilization: The successful grantee shall consistently monitor the performance of the grant activities to assure that time schedules are met, projected work units by time periods are accomplished and other performance goals are achieved. The grantee is required to submit the job placement verification form to the OSCC liaison. The job placement verification form must be signed by the authorized grantee and submitted to DOL when the grantee requests payment for job placement. Additionally, the grantee must enroll at least 25 percent of the contracted number within the first three months of the contract start date and utilize at least 30 percent of the grant funds within the first six months of enrollment. Consideration will be given based on the schedule submitted in the applicant's training plan. Failure to comply may result in the de-obligation of the unexpended funds.

E4. Program Evaluation: The applicant's demonstrated past performance of previously funded grants will be a consideration (i.e., past performance measures include job placement and the benchmark expenditure rate). Expenditure (utilization) rate is measured by the amount of the grant awarded in relationship to the unexpended amount at the close of the grant. Additionally, at least 50% of the approved enrolled trainees must be placed in a training related position before the grantee may be considered for additional funding for similar training under the Opportunity Partnership Grant.

F. Application Process

To ensure consistency and fairness of the evaluation process, each applicant seeking funding under this grant program must submit a application that adheres to the requirements listed below:

- The applicant must submit the application **in MS Word file format, with digital signature** by email directly to OPG Program Manager, Ms. Gerri Brosh Gerri.brosh@dol.nj.gov **by 3 p.m.** on the due dates listed in Section H., Submission Date of this NGO—faxes will not be accepted.
- Additional documents that are required may be scanned and included with the MS Word document.
- Failure to include any of the required documents will result in the application being removed from consideration for panel review.
- Applications received by the due date and time will be screened to determine if the application meets the threshold criteria and are, in fact, eligible for panel review. DOL reserves the right to reject any application not in conformance with the requirements of this NGO.
- Applications received after the stated submittal deadline date may be held for the next available panel review date during the program fiscal year if funding is still available.
- The applicant must also have available upon request by DOL, the electronic version of the submitted application prepared in MS Word/Excel.

F1. Application Content and Checklist: The application must be assembled and submitted in the order listed below. It is important to note that failure to include the required documentation may result in the application being removed from consideration for funding. DOL reserves the right to reject any application not in conformance with the requirements of this NGO.

The Microsoft Word version of the required application and attachments are obtainable electronically: Click on link for application, instructions, and required forms

The application must be assembled and submitted in the following order:

- ❑ Applicant Title Page signed by the signatory authority authorized to bind contracts (Attachment A)
- ❑ Budget Form (Attachment B) Note: must also include NJSTART Vendor Identification Number
- ❑ Employer-Partner's Job Analysis/Description Form (Attachment C)
- ❑ Employer-Partner Summary Form (Attachment D)
- ❑ Third-Party Training Provider Summary Form (Attachment E)
- ❑ Executive Summary, Program and Budget Narrative (Standard Evaluation Criteria section F2 below)
- ❑ Letter of Need from Employer-Partner(s)
- ❑ Letter of recommendation from Workforce Development Board Director or Representative with statement that job is listed as "In-Demand" by the local area Workforce Development Board or job is listed on the NJ "In-Demand" list
- ❑ Signature page of the Standard Assurances and Certifications signed by the signatory authority
- ❑ Signature page of the General Provisions signed by the signatory authority
- ❑ New Jersey Tax Clearance Certificate must be included in the application and must be current within 180 days of application submittal. Information and the online form regarding the NJ Department of Treasury Tax Clearance may be obtained: https://www16.state.nj.us/NJ_PREMIER_EBIZ/jsp/home.jsp

Note: The Department of Labor's Employer Accounts must be paid in full or not exceed $1,000 before a contract is awarded.

F1.1. Application Components and Requirements: Applicants are required to adhere to the following requirements of application submission. The application must include the components outlined below and in section "F2 Standard Evaluation Criteria". The electronic versions of the required attachments are available, click the link: **FY2022 NGO APPLICATION FORM, INSTRUCTIONS, & ATTACHMENTS.** It is important to note that failure to comply with instructions and/or to submit the required forms and attachments may result in the application being removed from consideration for funding. The application will not be considered for review if it does not adhere to the parameters below and/or exceed the page limits. The application must be submitted double-spaced with no background or watermarks and follow the formatting requirements:

- Font – Times New Roman, 12 point
- Spacing – double spaced, full justification is desired for paragraphs
- Margins – 1" top and bottom and 1" side margins
- Pages must be numbered – X of X pages and centered at the **bottom** of the page
- **Applicant/organization's name must be included on the top of each page of the application**
- Supplemental brochures and materials not requested will be omitted in the review process
- Applications should not exceed the 10 page limit as set forth:
  - Executive Summary – maximum of two (2) single-sided pages
  - Program and Budget Narrative – maximum of eight (8) single-sided pages
  - These page limits do not apply to DOL's requested letters, required documents, and the signed signature pages of the Standard Assurances and Certifications and the General Provisions

- **Executive Summary:** The executive summary must include a brief description of the components of the application being submitted as outlined below in section F2 Standard Evaluation Criteria.
- **Program Narrative:** The program narrative should be designed and written sequentially to answer the questions as presented in the evaluation criteria chart below (i.e., supporting the employer's need for training, describing your training plan, tracking your performance metrics as well as the trainees' expected outcomes and credential attainment). It must establish your capability and capacity to implement the training program in accordance with the provisions of this Notice of Grant Opportunity. It must be succinct and self-explanatory. **Materials not requested or beyond the specified page limit will not be read or considered in the application review process.**
- **Budget Narrative:** The budget narrative reflects the entire cost of the program and must have a demonstrated cost basis. The cost basis explains how the applicant arrived at the estimated budget. Applicants must provide justification for all aspects of the budget. Budgets will be reviewed using guidelines for the Department of Labor's policies and regulations. (i.e., the budget narrative must provide a description of costs associated with each line item in the budget)
- **Standard Assurances and Certifications and the General Provisions:** The duly authorized representative of the applicant with signatory authority to bind a contract is required to sign the signature pages of the Standard Assurances and Certifications and the General Provisions. Should the applicant receive an Opportunity Partnership Grant award these signed documents along with the NGO and the contract between the parties will govern the grant.

F2. Standard Evaluation Criteria: Applications will be evaluated on the basis of quality, comprehensiveness, consistency, completeness, accuracy, and appropriateness in response to this NGO. This NGO is competitive and will be reviewed by a selection committee using a pre-established set of criteria, which will include, but are not limited to the following:

Evaluation Criteria – *In developing and assembling the application, the applicants should respond to the narrative sections sequentially, as outlined in the chart below*:*	**TOTAL POINTS 100**
Programmatic:	
• The Title page (Attachment A), is complete and signed by the official authorized to bind contracts. • The Budget form (Attachment B), is complete and calculations are error free. • The Employer-Partners' Job Analysis/Description form(s) (Attachment C) is complete. • The Employer-Partner Summary form (Attachment D) is complete. • The Third-Party Training Provider Summary form (Attachment E) is complete. • The Employers-Partners' letter(s) of **Need** are included. • Letter of Recommendation from Workforce Development Board (WDB) Representative, with statement that job title is listed as "In-Demand" by the local area WDB, or job title is listed on the NJ "In-Demand" list • The Standard Assurances and Certifications and the General Provisions signature pages are signed by the official authorized to bind contracts. • The New Jersey Tax Clearance Certificate or Tax Clearance Application is included	**0***

*Note: The Department of Labor Employer's Account must be paid in full or not exceed $1,000 before a contract is awarded.

Executive Summary: Clearly describe how employers will be engaged to support program implementation and job placement, including their specific role and the activities in which they will be engaged.	**10 Points**
• **Executive summary** (**maximum of two single-sided pages**) should include the following: 1. The applicant's operational capacity and areas of expertise 2. The employer-partner(s) industry and activities in which the employer will be engaged 3. Identify the geographic location in which the training will be held 4. Applicant must describe how they will track participant's performance including job placement	
Items I -V, Program and Budget Narrative combined must not exceed eight (8) single-sided pages. **Program Narrative** must establish your capability and capacity to implement the training program in accordance with the provisions of this Notice of Grant Opportunity. It covers your approach and/or solutions to four key elements: *Need, Training Plan, Performance, and Certificate/Credential*.	
I. Statement of Employer's Need for Trained Workers: Describe the purpose and need for training as determined by your interview with the employer. Specifically: i. Explain the employer(s) need to hire workers trained in this occupation. ii. Describe how the employer(s) determined the number of new hires needed.	**20 Points**
II. Deliverables of Training Plan Outline a plan of action (*training components must be at least 20 hours per week*) that describes the scope and detail of how the proposed training will be accomplished including timelines for completion of training. Specifically: i. Describe how the training program will be implemented, including the type of instruction, a time-line for the duration of the training program, how, when and where the classes will be conducted, and any additional details about the curriculum and training materials. ii. State how the training plan is aligned with the employers' job requirements--the number of training candidates must not exceed the anticipated number of job openings.	**20 Points**
III. Performance Metrics - Output/Outcome Applicants must describe the projected output/outcome expected to be achieved consistent with the program's goals: 1) enrollment, 2) mid-point trainee retention 3) course completions, and 4) job placements. Specifically: i. Describe your tracking methods to assess, retain, evaluate, and measure the performance of the training program. ii. Describe your job placement plan for your trainees. iii. Describe your job placement contingency/back-up plan if the original employer-partner is not able to fulfill their projected job placement commitment at the end of the training.	**20 Points**
IV. Certificate/Industry-recognized Credential Designation Applicants must offer training programs that lead to a certificate, industry-recognized credential, licensure, and/or post-secondary degree. Give the designation that will be attained by participants as a result of completing the training. Specifically: i. Describe the designation awarded including the name of the conferring authority, the accrediting organization and the state and/or federal licensing agency if licensure is a requirement of the job. ii. Confirm the training and designation achieved is specific to the employer's hiring requirement.	**20 Points**

V. Capacity and Adequacy of Resources: The applicant's proposed budget must provide the resources necessary to successfully carry out the proposed training. Applicants should describe their company's capacity and demonstrate how the proposed resources would enable them to carry out the planned training sessions in the most cost-effective manner possible**:**

10 Points

- **Budget Narrative** describes the entire cost of the program. Applicants must provide justification for all aspects of the budget. The budget narrative and budget form should be clearly and accurately aligned and consistent with the activities outlined in the program narrative.

  The budget consists of line items for programmatic and administrative costs. All costs associated with direct delivery of services to participants are considered programmatic costs, including instruction.

  Administrative costs are costs not directly associated with direct cost of training and cannot exceed 10% of the direct cost. Successful applicants may be required to submit more detailed budget information at the time of contract negotiations.

  All items described in the budget narrative must be listed in the same order as they appear on the budget form:

- **Budget Summary Form Line Item Expenditures** must represent the individualized cost directly related to training. The budget items must be within the cost guidelines of this NGO. Utilization of grant funds provided through this NGO is for direct cost of training including administrative costs approved by DOL. The budget is comparatively priced with similar trainings offered by other training providers; DOL's cost basis policies and regulations will be used as a guideline to review the budget.

  In consideration of the budget amount requested, DOL will factor:
  - Number of trainees.
  - Training cost per individual trainee.
  - Number of instructional hours per individual trainee.
  - Cost per hour per individual trainee.
  - Administrative cost not to exceed 10% of direct cost

  Budgets that indicate reasonable costs, while providing quality training at a low-cost ratio per individual trainee will be viewed favorably during the application review.

  Budget's Direct Cost line items do not include:
  - Mileage and toll expenses for travel or transportation;
  - Overnight accommodations;
  - Capital construction or renovation;
  - Consultant's costs and/or cost associated with preparing the grant application;
  - Costs of memberships in associations or organizations; and
  - Other costs as determined by DOL to be indirect (e.g., lodging, parties, food, etc.).

F3. Technical Assistance:

Applicants in need of technical assistance may email questions to Support Staff Specialist, Ms. Joan Evans joan.evans@dol.nj.gov . Ms. Evans will direct inquiries to the Opportunity Partnership Grants assigned staff.

G. Applications Must Be Submitted by Email

Applicants must provide the application in accordance with the requirements listed within this NGO. Applications must be emailed to OPG Program Manager Ms. Gerri Brosh at Gerri.brosh@dol.nj.gov . The documents must be **unlocked, not pass-word protected**, and **not exceed 3MB in size**.

H. Application Submission Date

Applications must be received by 3 p.m. on the scheduled submission due date listed in the chart below.

The fiscal year 2022 Opportunity Partnership Grant program will continue through the end of the fiscal year unless all available funding is exhausted. All decisions to accept and process grant applications are based on the availability of funds.

Below is the schedule for the submission dates and proposed panel review dates.*

Submission Date Application to DOL by 3 p.m. on:	Awards Announced
Tuesday, March 8, 2022	**May 2022**

Note: Dates listed in this NGO are subject to change as determined by DOL.

I. Date by which applicants shall be notified

All applications are subject to a Department panel review and final approval by the Commissioner of the Department. Applicants will be notified of the final determination of their request when DOL's internal finalization process is completed. The Department will not award a grant if the grantee does not accept the STANDARD ASSURANCES AND CERTIFICATIONS and GENERAL PROVISIONS described below:

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 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.

G) 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.

H) 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.

I) 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 subagreements.

J) 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.

K) 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).

L) 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.

M) 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.).

N) 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.

O) 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.

P) 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.

Q) 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).

R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

S) 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 application 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 the New Jersey Department of Labor (NJDOL), 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, which is also referred to as NJDOL.
- Grantee is defined as any entity in direct receipt of funds by written instrument from NJDOL.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with NJDOL, 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: https://www.whitehouse.gov/omb/information-for-agencies/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.
   (b) State Grant Compliance Supplement: https://www.state.nj.us/treasury/omb/stategrant.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 NJDOL and refund all money to NJDOL, 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 NJDOL 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 NJDOL 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 NJDOL decides to impose such special conditions and/or restrictions, an NJDOL 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 NJDOL 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 NJDOL 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 NJDOL-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 NJDOL;

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 NJDOL and the disbursement by the grantee, whenever funds are advanced by NJDOL.

C) NJDOL 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 https://www.doleta.gov/grants/pdf/TAG_PartI.pdf.

D) NJDOL 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 NJDOL 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 NJDOL upon written notice to the grantee, until such time as the system meets with NJDOL 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 NJDOL, 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. NJDOL 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 NJDOL of the amount or method of calculation.

6) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of NJDOL 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 NJDOL 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 NJDOL and upon appropriate certification by the director of finance and accounting of NJDOL, NJDOL 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 NJDOL, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, NJDOL 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 NJDOL. 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 NJDOL 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) NJDOL reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of NJDOL.

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 NJDOL.

E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that NJDOL is granted access to any and all workpapers that support or address any and all findings that are in regards to NJDOL 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 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 – NJDOL 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 NJDOL, 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 $250 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 19-12, https://www.nj.gov/infobank/circular/cir1912_omb.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 NJDOL. Such material will be delivered to NJDOL 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, NJDOL 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 NJDOL upon notice given to the grantee and shall promptly be made available to NJDOL for inspection. NJDOL 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 NJDOL. 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. NJDOL * 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 NJDOL'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 NJDOL 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) NJDOL 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 NJDOL, 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. NJDOL 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 – NJDOL or grantee may request a termination for any reason. NJDOL 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 – NJDOL 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, NJDOL 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 NJDOL for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to NJDOL, NJDOL will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, NJDOL 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 NJDOL 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 NJDOL 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 NJDOL 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 NJDOL, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by NJDOL.

C) The grantee will, together with the submission of the closeout package, refund to NJDOL any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by NJDOL to be retained.

D) Within the limits of the agreement amount, NJDOL 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 NJDOL 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 NJDOL 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 NJDOL as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to NJDOL 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 NJDOL 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 NJDOL, 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 NJDOL 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 NJDOL 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 NJDOL or an event of default under the agreement and NJDOL 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 NJDOL 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 NJDOL 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.

Printed Name and Title	**Signature**

Date

Opportunity
Partnership Grant
Training Grant

Notice of Grant Opportunity
Fiscal Year 2022

Example of Forms

Applicant Title Page **Attachment A**

Opportunity Partnership Grants Fiscal Year 2022				
Name of Grant Applicant/Lead Agency:				
Street Address:				
City:	**State:**	**Zip:**	**County:**	**District Number:**
Contact Person:	**Phone:**		**Email:**	

FEIN #:	**Training is on the DOL "In-Demand" occupation list? (Y/N)** Department of Labor and Workforce Development | Demand Occupations List (nj.gov)	
NJ Treasury Vendor ID #:	**Training is "In-Demand" and recommended by the Local Area Workforce Development Board (WDB)? (Y/N)**	
DUNS/UEI#	**Training Provider is Listed on the Eligible Training Provider List? (Y/N)**	
Industry Sector:	**Training Course is Listed on Eligible Training Provider List? (Y/N)**	
CIP Code #: **SOC Code #:**	**Training meets the employer's need, approval, and requirements to begin working for the employer? (Y/N)**	

Title of Course/Training Program:	**County of Training:**	**County of Job Location:**
Name of Certificate of Completion or Degree Program:		**# of Course Clock Hours Per Trainee:**
Name of "Industry-Recognized" Credential(s) or License:		**# of Course Credit Hours Per Trainee:**
Name of accrediting organization and if applicable the licensing agency:		**# of Employer-Partners:**
Title of Job (only one job title):		**# of Work Hours Per Week:**
Basis of Calculating Starting Wage **(hourly, salary, commission, etc.):**	**Starting wage:**	**# of Projected Job Openings:** **# of Students To Be Trained:**
Total Grant Request:		**Training Cost Per Trainee:**

Previous Funding: Did the applicant receive a training grant from DOL or the local One-Stop Career Center within the last two years? ❑ **Yes** ❑ **No** If yes, name of grant and award amount:

APPLICATION CERTIFICATION: *To the best of my knowledge and belief, the information contained in this application is true and correct. The document has been duly authorized by the governing body of this agency and, if funding is awarded, we will comply with the attached General Provisions.*

Authorized Digital Signature:

Print Name:	**Title:**	**Date:**

Commented [BG[1]]:

Budget Form **Attachment B**

Budget Opportunity Partnership Grant Fiscal Year 2022		
Applicant Name:		NJ Vendor ID#:
Street Address, City, State, Zip		
Contact Name:	Telephone:	Email Address:
Amount Requested:	Cost per Trainee:	Hours of Instruction per Trainee:

Budget Items	Amount
A. Itemized Direct Costs	**Direct Costs**
Sub-Total A	**$**
B. Itemized Administrative Costs (No more than 10% of Direct	**Administrative Costs**
Sub-Total B	**$**
Sub-Total A plus Sub-Total B = TOTAL GRANT REQUEST	**$**
Number of trainees:	
C. Cost per trainee (Total cost divided by number of trainees) **Cost per trainee:**	**$**

EXAMPLE OF A BUDGET

Budget Example Opportunity Partnership Grants Fiscal Year 2022		
Applicant Name:		NJ Vendor ID#:
Street Address, City, State, Zip Any Street, Any City, Any State Training Provider Certified to Train in NJ, Zip		
Contact Name: Person with operational responsibility	Telephone: Person's number with operational responsibility	Email Address: Operational_person@email.address
Amount Requested: Example: $145,337.50	Cost per Trainee: Example: $5,813.50	Hours of Instruction per Trainee: Example: 100

Example Description of Budget Structure	Amount
A. Examples of Itemized Direct Costs	**Direct Costs**
• 100 hours of Instruction/trainee @ $38.25/hr. = $3,825/trainee x 25 trainees =	$ 95,625.00
• 40 hours of Instructional-job assistance/trainee @ $25/hr. = $1,000/trainee x 25 trainees =	$ 25,000.00
• Uniforms/shoes @ $100/trainee x 25 trainees =	$ 2,500.00
• Books @ $100/trainee x 25 trainees =	$ 2,500.00
• Supplies/tools @ $100/trainee x 25 trainees =	$ 2,500.00
• Testing fees @ $160/trainee x 25 trainees =	$ 4,000.00
Direct Costs Sub-Total A	**$ 132,125.00**
B. Itemized Administrative Costs (No more than 10% of Direct	
• Office Personnel	$ 13,000.00
• Office Supplies	$ 212.50
Administrative Costs Sub-Total B	**$ 13,212.50**
Sub-Total A plus Sub-Total B = TOTAL GRANT REQUEST	**$ 145,337.50**
Number of trainees:	**25**
C. Cost per trainee (Total cost divided by number of trainees) **Cost per trainee:**	**$ 5,813.50**

ATTACHMENT C

N.J. DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT

Opportunity Partnership Grants Program – Employer-Partner Job Analysis/Description

*The purpose of this form is for training providers to gather information about training for job openings and the employer's requirements to ensure that One-Stop Career Center registered customers/training candidates are properly evaluated prior to accepting training into the program. Submit one form for **each** employer and one form for **each** specific job title. (**all information must be typed; DOL will not accept hand written information**)*

Name of Training Program: _____

Industry Sector and Name of Credential Awarded to Trainee: _____

Number of cohorts and duration of training per cohort (# of weeks; # of days/week; # of hours/day): _____

Location of training: _____

Name of Training Provider: _____**FEIN/Federal Tax ID #:**_____

Contact Person:_____**Phone:**_____**Email:**_____

PURPOSE AND CONTENT OF TRAINING: DESCRIPTION / REQUIREMENTS / CREDENTIAL / SKILLS:

Should the applicant receive a training grant, information below will be utilized by the One-Stop Career Center staff to source and recruit candidates for the training program. The trainee must not incur any costs either associated with the training or as a condition of employment.

Briefly explain in one or two sentences the general purpose of this training as it relates to the employer's job position: _____

_____

What are the prerequisites and qualifications to be considered for training?_____

List certifications, credentials, skills, etc. included as part of the training:_____

Specify and describe if the position requires additional cost, testing, experience, etc. beyond this training:_____

New Hire's Job /Work Location Information:

Job Title: _____**Municipality**: _____ **Zip**: _____**County**: _____**Number of Job Openings**: ____

Hours/Week:_____ Work Hours _____ Work Shift: _____

Starting Pay: $_____Method of calculating pay: (hourly, salary, commission, tips, etc.) _____

Check benefits offered:

❒ Health Ins. ❒ Sick Leave

❒ Dental Ins. ❒ Vacation

❒ Holidays ❒ 401 K

Is driver's license required for position: ❒Yes ❒No (check one)

Is additional training or certification required beyond this training program prior to hire by the employer? ❒Yes ❒No (check one)

Employer Company Name:_____**Federal Employer ID:**_____

Address: _____**City**:_____ **State**: _____ **Zip**: _____**County:** _____

Phone: _____ **Website**: _____

Check One Industry Sector: ❒Advanced Manufacturing; ❒Financial Services; ❒Health Care; ❒Life Sciences (Pharmaceuticals, Biotechnology, Medical Devices); ❒Retail, Hospitality and Tourism; ❒Technology and Entrepreneurship; ❒Transportation, Logistics and Distribution; Construction or ❒ Other: _____

Employer Contact Information: Mr./Ms. Title:_____**First Name**: _____ **Last Name**: _____

Position Title: _____**Phone**: _____ **E-mail**: _____

REQUIRMENTS OF THE EMPLOYER / ESSENTIAL FUNCTIONS AND QUALITIES OF NEW EMPLOYEE (Job eligibility criteria)

What are the essential functions of the position (duties of the job)?_____

What is the minimum level of education required?_____

What is the level of knowledge of software, technology, and/or equipment required?_____

What is the reading proficiency grade level required to perform the essential functions? _____

What are the special licenses or certifications required to perform essential functions?_____

What is the level of customer interaction/service required to perform essential functions? _____

What are the years of work-related experience required to perform essential functions?_____

Continue to next page

Describe as clearly and concisely as possible the employer's view of the ideal qualities a new hire should possess and any additional information that is important to fully understand the scope, responsibly, and nature of the job position and essential functions (*this information will be shared with the One-Stop Counselor and the potential trainee****):***

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Employer Summary Form

Attachment D

	Company Name	Address, City, State, Zip, County	Contact Name	Phone	Email	Industry Sector Credential and Licensing Agency	Projected Number of New Hires
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16							
17.							
18.							
19.							

Third-Party Training Provider Summary Form

Attachment E

	Company Name	Address, City, State, Zip, County	Contact Name	Phone	Email	Industry Sector Credential Offered and Licensing Agency
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

EXAMPLE: STATUS REPORT / DASHBOARD OPPORTUNITY PARTNERSHIP GRANTS ATTACHMENT F

Grantee's Name and Address:				**Title of Training Program:**			
FEIN#:				**Reporting Month: XX**		**Reporting Date: XX**	
Grant Leader's Name				**Contract Number:**		**Trainee's Credential Upon Course Completion and/or Examination:**	
Contact Number:				**Contracted Number to Train:**		**Contracted Hours Per Trainee: or Course Credit Hours Per Trainee:**	
Grant Amount:	$	**Cost/Trainee:**	$	**Grant Start Date:**		**Grant End Date:**	

Purpose:	Insert purpose… example: "The program is designed to benefit both qualified dislocated workers and employers in the Health Care industry." Etc...
Status/Progress Comments:	Insert progress... "As of xx date assessment of progress--enrollments, completions, and/or placements…" (% job placements based on # contracted; % of job placements based on enrollments; % of job placements based on graduates—placement is established when the trainee is hired into a full-time job).

Budget					
Funding	**Amount available in the reporting month**	**Expenditures**			**Grant Utilization Comments**
		Amount invoiced for the month	**Available balance after invoice month**	**Amount invoiced to date**	
Spend Down:	$	$	$	$	

Activities							
	Information Sessions						Comments
Name and Location of Information session	Name of OSCC Contact Person Their Location and Telephone Number	Date of Information Session	Number of Job-seekers Registered	Number of Job-seekers Attended	Number of Job-seekers Selected	Number of Employers Attended	
		TOTALS:					

Training Activities								
Name of Course	Location of Training	Total Training/Credit Hours	Mid-Point Training/Credit Hours	Name of Credential/ Degree	Overall Achievement to Date			Comments
					Number of Trainees Enrolled	Number of Trainees Completed	Number of Trainees Placed	

Job Placement Information				
Name and Address of Employers	Achievement to Date			Comments
	Employer's Projected Number of New Hires	Number of Job Placements in the Reporting Month	Number of Job Placements to Date (Refer to Contract Terms)	
TOTALS				

Return on Investment							
Name and Address of Employer	Job Placement Outcomes						Comments
	Name and Address of New Hire	OSOS ID Number	Start Date	Job Title	Wage/Hr.	Title of Credential	

For DOL Use Only
Training Completed/Employment Verified
Contract No._____ Date_____
OPG Program Specialist:_____

ATTACHMENT G

Trainee's Employment Verification

The Opportunity Partnership Grants (OPG) Training Grant program is designed to assist job seekers secure employment by proposing training in occupational and credential areas that employers have identified as necessary to obtain positions within their company. In order for the training provider to verify the job placement benchmark and the job seeker to receive credit for training, **this form must be completed and returned to the One-Stop Career Center assigned OPG liaison. A copy of this form must also be sent to the assigned DOL OPG Specialist when requesting benchmark payment for the training related job placement.**

Trainee's Information	
Name:	OSOS ID Number:
Address:	City/State/Zip:
Telephone:	Email:
Employment Information	
Name of Employer	FEIN
Supervisor's Name	Title:
Address:	City/State/Zip:
Telephone:	Email:
Date employee will start work:(MM_____/DD_____/YR_____)	Job Title
Weekly Work Schedule Number of Hours per week: _____ How many hours per week does the employer regard as full-time employment: _____	Check One Box for Method and Rate of Compensation ❑ Hourly rate $_____ per hr. ❑ Avg. monthly wage $_____ per mo. ❑ Weekly Salary $_____ plus commission. ❑ Commission only
Employment verified by the Training Provider	
Print Name: Signature_____	My signature acknowledges that the above information is true and accurate. I am aware the employer may be contacted by an outside party or agency to verify the trainee's employment. I agree to forward this information to the assigned DOL and OSCC OPG liaisons.

Training Provider Information*

Name of Training Provider:	
Contact Name of Training Provider:	Contact's Phone:
Date OSCC Notified:	Trainee OSOS ID No.:
One-Stop Career Center Location:	
OSCC Contact Name:	OSCC Contact Phone Number:

*The training provider will forward a completed copy of this form to the assigned OSCC OPG liaison. A copy of this form must be sent to the assigned DOL OPG Specialist when requesting payment for training related job placement.