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# **State Of New Jersey**

**Department Of Labor and Workforce Development**

**Notice of Grant Opportunity**

**EXTENDED EMPLOYMENT PROGRAM**

February 2011

**Harold J. Wirths**  
Commissioner

**NOTICE OF GRANT OPPORTUNITY**  
**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**  
**EXTENDED EMPLOYMENT PROGRAM**

**Notice of Funds Availability**

- a. The New Jersey Department of Labor and Workforce Development (LWD), Division of Vocational Rehabilitation Services, will have grant funds available to support the Extended Employment Program beginning on July 1, 2011 through June 30, 2012.
- b. Funding to support the grants awarded through this Notice of Grant Opportunity (NGO) is contingent on the amount appropriated to LWD for Vocational Rehabilitation Services in the State Fiscal Year 2012 Appropriations Act. The amount of funding of successful applicants will be based upon data supporting and corresponding to the actual (SFY 2011) and projected level of service.
- c. Applicants must supply documentation of their organization and its status. No awards shall be made to any organization, regardless of its status, should it be found to have any outstanding debt to the State of New Jersey.
- d. Applicants must follow the procedures outlined in this NGO and submit an original hard copy application along with four copies to be considered for funding. The Public Notices section at [nj.gov/labor](http://nj.gov/labor) contains information on this NGO and other grant opportunities available through LWD.
- e. Applications must be delivered to the attention of Alice Hunnicutt, Director, Division of Vocational Rehabilitation Services (DVRS), Labor Building, 10<sup>th</sup> Floor, 1 John Fitch Plaza, PO Box 398, Trenton, NJ 08625-0055.
- f. The application must be received by the deadline of 4:00 PM EST on Friday, **April 15, 2011**.
- g. Applicants will be notified on or after Wednesday, **June 1, 2011** whether they will or will not receive funds under the grant program; however, no grant awards will be made until July 1, 2011.

**Background**

Pursuant to the Sheltered Workshop Act of 1971, as amended, LWD is authorized to contract with approved organizations to provide Extended Employment Programs to eligible individuals. DVRS has been charged with administering and monitoring the service delivery of the extended employment programs under contract and, in conjunction with the New Jersey Commission for the Blind and Visually Impaired (CBVI), to establish the standards of staffing, physical plant and services required for the operation of the program, and to require appropriate progress reports on each individual and participating program. Traditionally, extended employment programs have operated in the context of a “sheltered workshop” with extended or “sheltered” employees performing industrial subcontract jobs, and still do to a certain extent. However, extended employment programs have branched out

over the years to fulfill service contracts within the community. Extended employment programs are certificated to pay extended employees based on their actual productivity, and may pay sub-minimum wages on that basis.

### **Purpose**

The purpose of an Extended Employment Program is to provide eligible individuals with a longer term program of rehabilitation and employment services in a non-profit community rehabilitation program. Competitive funding will be provided to eligible community rehabilitation programs, contingent upon the availability of funding for the time period noted above.

### **Eligibility**

Non-profit community rehabilitation programs approved by a state or federal agency to provide rehabilitation and extended employment services.

### **Application Component Information**

The applicant is required to provide the following components in their proposal:

- 1) **Letter of Intent** - Introduce your organization; include a statement confirming your eligibility to apply for grant funds and your intent to provide an Extended Employment Program.
- 2) **Program Specifications** - The information pertaining to this section of the application must be completed keeping in mind the goals and objectives of this NGO. Please attach supporting documentation and data as outlined. This information will constitute the basis for the selection criteria, and will be evaluated and scored by an NGO panel review team in its entirety.

It is essential that the applicant carefully submit a detailed and results-oriented program specification that supports the mission of the Extended Employment Program.

All applications will be evaluated on the basis of quality, comprehensiveness, completeness, accuracy and appropriateness of responses to this NGO.

### **Technical Assistance Workshop**

The Division of Vocational Rehabilitation Services will hold a Technical Assistance Workshop on February 16, 2011 from 1:30 pm to 3:30 pm at the Department of Labor and Workforce Development, 1 John Fitch Plaza, Trenton, New Jersey in the 13<sup>th</sup> floor auditorium. Pre-registration is required by February 10, 2011. If you wish to attend you must contact Nadine Johnson, Program Planning and Development Specialist, at (609) 777-0145 or via e-mail at [Nadine.Johnson@dol.state.nj.us](mailto:Nadine.Johnson@dol.state.nj.us) to register.

## **Program Description**

**Program Design:** Extended employment programs are designed to provide both vocational rehabilitation services and real, paid work to individuals with the most significant disabilities. Consequently, extended employment programs are social enterprises that endeavor to blend and balance quality rehabilitation and business practices. The services provided by extended employment programs are individualized and comprehensive in nature, as they address the specific rehabilitation and employment needs of the individuals that they serve. The goals of an extended employment program include assisting the individual extended employee to develop their vocational potential, toward the achievement of competitive, integrated employment, through the medium of real work. Objectives may include increasing an individual's productivity by means of general and specific work skills development, while developing that individual's overall work behavior in terms of such attributes as attendance and punctuality, communication skills, grooming skills, transportation skills, money management skills and other work-related skills. Consequently, as the individual's work performance and behaviors improve, that individual will increase their earnings and opportunities for vocational advancement.

**Extended Employment Services:** Extended employment services include all the services of the basic state-federal vocational rehabilitation program (Title 1) provided by DVRS, but at a lower level intensity and without time constraints. Those rehabilitation services must include ongoing vocational evaluation, vocational counseling and guidance, work adjustment training and job placement assistance. Extended employment programs will also provide real, paid work to program participants in a real or realistic work environment, and this service will constitute the primary activity, or work day, for those individuals.

**Eligible Individuals:** Extended employment programs serve individuals who, due to the significance of their disability, are unable to fully participate in the competitive, integrated employment, or individuals with disabilities that choose to attend an extended employment program subsequent to informed choice.

LWD is offering this competitive Notice of Grant Opportunity for our community partners to provide extended employment services based on this service delivery model.

## **Mission, Goals and Objectives**

The mission of DVRS is to enable individuals with disabilities to achieve employment outcomes consistent with their strengths, priorities, needs, abilities and capabilities. The mission of Extended Employment Programs is consistent with this mission.

This competitive NGO is designed to achieve seven primary goals:

1. To continue to provide New Jersey residents with disabilities the opportunity to participate in an Extended Employment Program.
2. To continue to provide Extended Employment Program support to individuals who are currently in the program and continue to need a longer term program of rehabilitation and employment services in order to prepare for and obtain competitive, integrated employment.

3. To provide extended rehabilitation and employment services to individuals unable to enter integrated, competitive employment due to the significance of their disability or disabilities, and the condition of the labor market.
4. To provide extended rehabilitation and employment services to individuals who choose to participate in an Extended Employment Program based upon informed choice.
5. To prepare extended employees for integrated employment: Extended Employment programs are expected to place at least some extended employees in integrated employment each year.
6. To ensure audits are conducted in accordance with applicable government audit standards, including the Single Audit Act, Federal OMB Circular A-133, and the N.J. Department of Treasury Circular Letter 04-04, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. The latter standard requires a Schedule of Expenditures of State Financial Assistance.
7. To ensure compliance with all applicable State and Federal wage and hour regulations, including the Fair Labor Standards Act.

LWD/DVRS have established the following objectives to achieve the above-named goals:

1. Develop a listing of approved extended employment providers to serve our clients in need of this service in all counties or geographical areas in New Jersey.
2. Increase the number of clients that retain extended employment as a result of rehabilitation and employment services, unless integrated, competitive employment is achieved.
3. Ensure compliance with the terms and conditions of New Jersey Administrative Code N.J.A.C. 12:51, The Rules and Regulations Governing Community Based Vocational Rehabilitation Organizations, and more specifically Subchapter 8 – Extended (Sheltered) Employment. (Available upon request.)
4. Ensure compliance with the most recent DVRS procedural guidelines for Extended Employment Program reporting. (Available upon request.)
5. Ensure continued collaboration between DVRS, CBVI and other government agencies that provide extended employment services, including the Division of Developmental Disabilities, in order to develop funding strategies necessary to provide this service to our mutual clients.
6. Ensure the timeliness and accuracy of Extended Employment reporting.
7. To promote the development of organizational accounting systems in order to capture reliable and timely cost data relative to all EE program costs, the direct and non-direct.
8. Ensure that each Extended Employment Program possesses all required Wage and Hour certificates and that they are current.

## **Program Specifications – Content of Application**

Applicants will respond to this NGO by addressing the following selection criteria:

### 1. Program Information and Narrative

#### A. Organization

Provide the name, address, telephone number, email address, vendor identification number/EIN and point of contact for this NGO. Include the counties that you intend to serve.

#### B. Mission of Organization

Include a brief description of the organization's mission and major activities. (One page maximum.)

#### C. Staff Organization and Responsibilities

Provide a Table of Organization relative to your Extended Employment Program.

#### D. Participants to be Provided Services

Describe in detail the target population to be served with these funds. (One page maximum.)

#### E. Services and Activities

Please provide concise (bulleted) answers whenever feasible.

- *Program Narrative*

Describe the services and activities of your extended employment program to ensure the provision of rehabilitation and employment services.

Describe in detail the strategies and services that you are or will implement to assist clients to overcome barriers to competitive integrated employment.

Describe your subcontract procurement process, including how you conduct time studies and ascertain prevailing wage.

- *Evaluation and Quality Improvement*

Outline the strategies that you intend to continue and implement in order to improve extended employee productivity, earnings and job placement rates noted above over the grant period.

- *Capacity*

Do you have the capacity to serve additional extended employees?

Are you an Employment Network under the Ticket to Work Program?

Is this organization currently approved by LWD to provide Extended Employment?

2. Program Data

	7/1/09 – 6/30/10	7/1/10–12/31/10
Total Number of Unique Individuals Served In Trial Work & Extended Employment Combined.		
Total Number of Unique Individuals Entering Extended Employment.		
Number of Unique Individuals Exiting Extended Employment		
Total Number of Client Service Days (Days Extended Employees and Trial Workers Attend or Are In Paid Attendance Status).		
Total Number of Unique Individuals Placed In Full or Part Time Competitive, Integrated Employment.		
Average Production Rate of All Extended Employees (Aggregate/No Trial Workers).		
Total Annual Wages of All Extended Employees (Aggregate/ No Trial Workers).		
Estimate the number of DVRS/CBVI certified or certifiable unique individual extended employees that you will be actively serving as of July 1, 2011.		
Estimate the number of DDD or non-DVRS/CBVI sponsored extended employees that you will be actively serving as of July 1, 2011.		

3. Program Documentation

**Please attach each document to your application as follows:<sup>1</sup>**

Certificate of Accreditation (Copy)

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<sup>1</sup> . If your organization is currently approved by LWD to provide Extended Employment check here \_\_\_\_\_ and only submit the Certificate of Accreditation and latest Board of Directors Meeting Minutes.

Accreditation Report (Latest)

Board of Directors (List)

Board of Director's Meeting Minutes (Latest)

Financial Statement/Audit (Latest)

Wage and Hour Certificates (Copies)

Attendance Book (Copy First Page/Redact Client Information)

501 (3) (C) Internal Revenue Service Letter Of Approval (Copy)

Facility Rehabilitation Plan (Copy/Redact Client Information)

Semi-Annual Review Notes (Copy/Redact Client Information)

Program Evaluation Report (Copy/Latest)

#### Performance Objectives for Contract Period (7/1/11 – 6/30/12)

1. Job Placement - Achieve an increase in the percentage of extended employees placed in full and part-time competitive, integrated employment.
2. Production Rate – Achieve an increase in the average hourly production rate of extended employees, both individually, and in the aggregate, over the contract year.
  - The percentage of the total number of extended employees served that increased their average hourly production rate.
  - The percentage increase in the total annual production rate of all the extended employees.
3. Income Increase – Achieve an increase in the overall income of extended employees, both individually, and in the aggregate, over the contract year as follows:
  - The percentage of the total number of extended employees served that increased their annual income.
  - The percentage increase in the total annual income of all the extended employees.

## **Program Budget**

All funding for this grant is contingent upon the availability of funding, as authorized by the State appropriation. There is no minimum or maximum award amount specified to date. Award amounts are commensurate with the number of clients served, the level of service provided, and the total amount of Extended Employment/Sheltered Workshop Support funds available. Each approved Extended Employment Program will be assigned a slot level which constitutes the basis for the contract's required level of service. A slot is full-time equivalent (FTE) of an individual's expected annual countable Client Service Days, which is 220 days of attendance.

## **State Monitoring, Evaluation and Audit**

Approved Extended Employment Program providers must agree to cooperate with any monitoring, evaluation and/or audits conducted by the Department of Labor and Workforce Development, including the provision of full access to their books and records for the review of financial and compliance requirements of the Department.

All records of both the extended employee and the program pertaining to DVRS/CBVI sponsored individuals will be made readily available to the Program Planning and Development Specialist or other designated staff of either agency.

Please be advised that Grantees will be subject to periodic reviews of this nature, including spot checks of fiscal and service provision documentation.

## **Required Standards and Assurances and Certifications**

All applications must include a signed copy of the attached Department of Labor and Workforce Development Standard Assurance and Certifications.

## **Additional Requirements.**

The original application along with four copies must be received at the address below by **4:00 PM EST on Friday, April 15, 2011** to be considered for funding.

Alice Hunnicutt, Director, Division of Vocational Rehabilitation Services  
New Jersey Department of Labor and Workforce Development  
Labor Building, 10<sup>th</sup> floor  
1 John Fitch Plaza, PO Box 398  
Trenton, NJ 08625-0055

Questions regarding this NGO may be submitted to Nadine Johnson, Program Planning and Development Specialist, via e-mail at [Nadine.Johnson@dol.state.nj.us](mailto:Nadine.Johnson@dol.state.nj.us) or by calling (609) 777-0145.

## **Applicants are encouraged to:**

- Hand-deliver the application to the address above and obtain a dated receipt; or

- Send the application by Certified Mail, Return Receipt Requested; or
- Arrange for delivery by an overnight delivery service to ensure timely delivery and receipt of the application.

**Postmarks are not acceptable evidence of timely submission.** Receipt by the due date and time is required. Applications received by the due date and time will be screened to determine if they meet the threshold criteria and are, in fact, eligible for evaluation. LWD reserves the right to reject any application not in conformance with the requirements of this NGO.

**Applications submitted by FAX or E-Mail will not be accepted in any circumstances.**

### **Award Process**

LWD will conduct an internal review of each application. An internal review team will evaluate the application on the basis of quality, comprehensiveness, completeness, accuracy and appropriateness to the guidelines and requirements of the governing NGO. If the internal review team, the Assistant Commissioner of Workforce Development or the LWD Chief Financial Officer determine that the application submitted does not contain the necessary program and/or budget plan to support an award, the application will be returned.

Upon the review and approval of an application for funding, a Notice of Grant Award (NGA) will be sent to the grantee. This NGA will provide the grantee with spending authority, from July 1, 2011 to June 30, 2012. These funds are to be used in accordance with the provisions established in this NGO. The grantee is expected to begin programmatic and fiscal procedures and controls outlined in the application and may begin requesting reimbursement at the time services are rendered and in accordance with the payment provisions of this NGO.

Applicants are reminded that the grant is being awarded through a competitive process that requires all eligible applicants to submit proposals in response to an LWD initiated application process.

## **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 & Equal Opportunity Assurance (29 CFR Part 37)

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

#### **1) ASSURANCES-NON-CONSTRUCTION PROGRAMS**

**NOTE:** Certain of these 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 nineteen statutes or regulations specified in

Appendix A of OPM'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) any other nondiscrimination

provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination 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 to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act

(40.U.S.C 327-333), regarding labor standards for federally assisted construction sub-agreements.

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 Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"

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 Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to Labor and Workforce Development (LWD) as a condition of receiving a federal grant or award.

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency or the State of New Jersey.

B) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal [or plan].

## **3) CERTIFICATION REGARDING LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. 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 ten 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) NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor and Workforce Development, 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) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

## **6) 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. 59:11-1, 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 Contractor/Grantee shall defend, protect, hold harmless and indemnify the Department from all liabilities arising out of a contract/grant matter, which the Contractor/Grantee or its Subcontractors has been negligent.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. Place of Performance (Street address, city, county, state, zip code) Check ( ) if there are workplaces on file that are not identified.

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

**Printed Name and Title Signature**

**Date**

## **General Provisions**

### **DEFINITIONS**

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

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the "Department."
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the Department.
- Subcontractor/Sub-grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a Contractor/Grantee.

### **1) SPECIAL GRANT CONDITIONS FOR "HIGH RISK" GRANTEES**

A) A Grantee may be considered "high risk" if the Department 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 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The Department 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.

B) Special conditions 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 the Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

### **2) FINANCIAL MANAGEMENT SYSTEM**

A) The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department 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 Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated 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 the Department;

5) Allowable Cost: 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 the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

C) The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.

D) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department 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 the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

### **3) 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 Contractor/Grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the Contractor/Grantee and the Department, and only in the amount specified in the Agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

Contractors/Grantees who are government or non-profit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21, or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

### **4) MATCHING AND COST SHARING**

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

### **5) 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 Attachment A, Section VIII (B).

B) Unless the grant provides otherwise, the Grantee shall have no obligation to the Department 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 Attachment A, Section IV of this grant.

#### **6) PRICE WARRANTY**

Contractor/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. Contractor/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 contract shall be name brand, first quality, new parts, unless otherwise specified.

#### **7) PAYMENT METHOD**

A) Payments to the Contractor/Grantee or on behalf of the Contractor/Grantee shall be issued only after the Agreement has been signed and agreed to by both parties. The Contractor/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 the Grantor and upon appropriate certification by the Director of Accounting of the Department, the Grantor will pay the Contractor/Grantee the contracted amount.

B) The following is required to be submitted in a form satisfactory to the Department. At its discretion, the Department may request additional reports. Payment Voucher (Form PV 6/93) – This form will be submitted to the Department, with supporting documentation, that the contracted services are operational and will continue to be for the length specified in the Agreement.

#### **8) REPORTING REQUIREMENTS**

Contractor/Grantee agrees to provide all reports specified in this Agreement within the established timeframe and to the satisfaction of the Department of Labor and Workforce Development.

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

A) The Contractor/Grantee agrees to cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor or their designees and authorized agents.

B) The Contractor/Grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that Subcontractors/Sub-grantees also maintain records which are auditable. The Contractor/Grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subcontractors.

C) Contractors/Grantees who are governmental or non-profit organizations and receive over \$500,000 in either State or Federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (United States Code Chapter 75 of Title 31), and Federal OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Government and non-profit organizations receiving more than \$100,000 in combination of State and Federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards)

1) To meet these requirements, the Contractor/Grantee's audit reports must include the auditor's opinion on the Contractor/Grantee's compliance with the material terms and conditions of State grant agreements, State Aid programs, and applicable laws and regulations.

2) Contractor/Grantee audit reports must contain a supplemental schedule of the entity's State grant and State Aid financial assistance programs. This schedule must show for each program:

- State Grantor Organization;

- Program Title;
- State Account Number;
- Program Account; and
- Total Disbursements.

D) Contractors/Grantees who are for-profit companies and receive \$100,000 in either State or Federal funds agree to have an independent audit which includes one of the following:

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; review of the training records which substantiate training was completed in accordance with the contracts. The Department reserves the right to accept alternate assurances of Contractor/Grantee compliance in the event an independent audit cannot be provided.

E) The Department reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the Department.

F) Contractors/Grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the Department.

## **10) RECORDS**

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

Retention – The Contractor/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 Contractor/Grantee agrees to insure that Sub-grantees retain records in accordance with these requirements. In the event of the termination of the relationship between Contractor/Grantee and Sub-grantees, the Contractor/Grantee shall be responsible for the maintenance and retention of the records of any Sub-grantees unable to retain them.

Access – The Grantor 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 Contractor/Grantee is conducted or in which any of the records of the Contractor/Grantee are kept.

## **11) PROCUREMENT STANDARDS**

Procurement of supplies, equipment, and other services with funds provided by this grant 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 the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

## **12) PROPERTY**

The Contractor/Grantee is responsible and accountable for all equipment and property purchased with funds under this Agreement, including purchases made by any Contractor or Subcontractor receiving payments on behalf of the Contractor/Grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the Contractor/Grantee. Procedures for property records are outlined in the NJSDA Guide for Contracting and Property Management, and the Contractor/Grantee shall follow those procedures. The Contractor/Grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the Contractor/Grantee provides for the same or similar property owned by the Contractor/Grantee. The Contractor/Grantee agrees to impose similar conditions upon any Contractor or Subcontractor engaged to provide services under this contract.

## **13) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the Contractor/Grantee shall be held at the Contractor/Grantee's facilities or at public facilities whenever possible.

## **14) SUBCONTRACTING**

Contractor/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 Contractor/Grantee would apply to any subcontractors or third parties hired by the Contractor/Grantee.

## **15) MODIFICATIONS**

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

- A) The Contractor/Grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this Agreement.
- B) The Grantor and Contractor/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 contract.

## **16) DISPUTES**

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

Any dispute arising under this grant or Agreement, which is not settled by informal means, shall be decided by the Grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor/Grantee. The Contractor/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 Contractor/Grantee shall proceed diligently with the performance under the Agreement.

The dispute resolution mechanism described in this section is not exclusive. The Grantor and Contractor/Grantee preserves 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.

## **17) 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.

## **18) TERMINATION**

A) Termination for Convenience – The Grantor or Contractor/Grantee may request a termination for any reason. The Grantor or Contractor/Grantee shall give 30 days advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Contractor/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 – The Grantor may terminate this Agreement when it has determined that the Contractor/Grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this Agreement. If the Contractor/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, the Grantor will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Contractor/Grantee has ten working days in which to respond with a plan agreeable to the Grantor for correction of the deficiencies. If the Contractor/Grantee does not respond within the appointed time with corrective plans satisfactory to the Grantor, the Grantor will serve a termination notice on the Contractor/Grantee which will become effective within ten days (10) days after receipt. In the event of such termination, the Grantor 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 Contractor/Grantee agrees that major changes to this contract, 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 Contractor/Grantee agrees that any such changes deemed necessary by the Commissioner of Labor shall be immediately incorporated into this grant.

2) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by the Grantor at any time.

## **19) CONTRACT CLOSE OUT**

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

1) Contract Closeout – The closeout of a contract is the process by which the Grantor determines that all applicable administrative actions and all required work of the contract have been completed by the Contractor/Grantee.

2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The Contractor/Grantee shall submit a closeout package per the terms of the Agreement, unless otherwise extended by the Grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the Grantor.

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

D) Within the limits of the contract amount, the Grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The Contractor/Grantee is responsible for those costs found to be disallowed, including those of any Contractor or Subcontractor paid from funds under this grant or contract, and the Grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.

F) The Contractor/Grantee shall account for any property received from the Grantor or acquired with funds under this grant, including any property received or acquired by a Contractor or Subcontractor under this grant.

## **20) PERFORMANCE**

The Contractor/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 the Department as soon as they become known. Also, any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery.

## **21) CONFLICTS OF INTEREST**

The Contractor/Grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the Contractor/Grantee, its agent, or representative to any office or employee of the Department with a view towards securing this contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination will render the contract voidable at the option of the Department, and may justify further action under applicable State laws.

## **22) BONDING AND INSURANCE**

The Contractor/Grantee shall ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor/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.

## **23) AVAILABILITY OF FUNDS**

The Recipient 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 the Department 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 the Department 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 the Department or an event of default under the Agreement and the Department 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 the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.