



# COUNTY OF SOMERSET DEPARTMENT OF HUMAN SERVICES



## GREATER RARITAN ONE STOP CAREER CENTER

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OneStop@co.somerset.nj.us  
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Human Services Director  
MICHAEL FROST

One Stop Career Center Director  
MONICA MULLIGAN

Aging & Disability Services  
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Community Development  
KIMBERLY COWART

Juvenile Institutional Services  
MONICA MULLIGAN

Richard Hall Community HWC  
NICCI SPINAZZOLA

Rutgers Cooperative Extension  
DARYL MINCH

Veterans Services  
PETER NIEMIEC

Volunteer Services  
WILLIAM F. CROSBY

Youth Services  
LINDA M. PORCARO

### INDIVIDUAL TRAINING AGREEMENT (ITA) MASTER AGREEMENT 2022 -2023

June 22, 2023

Dear Educator/Training Provider,

Thank you for affording our Greater Raritan job seekers the opportunity to choose your school for education and training. The Workforce Innovation and Opportunity ACT (WIOA) indicates an emphasis on education and training programs that provide a nationally recognized or industry recognized credential as an outcome.

Attached, please find one copy of the Greater Raritan Workforce Development Board (GRWDB) Individual Training Agreement (ITA) Master Agreement for July 1, 2023 – June 30, 2024. For Greater Raritan to continue to process new ITAs for your school after June 30, 2023, we ask for you to review the Master Agreement and do the following:

- ✓ Complete Page 1 by providing all the requested information
- ✓ Complete Page 13 by providing school name, address, Federal ID Number and authorized signature
- ✓ Return Pages 1 and 13 along with your school's current Certificate of Insurance with the County of Somerset listed as an insured for the contract year of July 1, 2023 – June 30, 2024. Electronic copies sent via email to [onestop@co.somerset.nj.us](mailto:onestop@co.somerset.nj.us) are acceptable.
- ✓ Training schools who are contracting with Greater Raritan for the first time must also send a copy of the school's W-9 and a copy of the school's New Jersey Business Registration Certificate.

For our local area to maintain compliance with local and state mandates which allow for the continued receipt of WIOA funds from the US Department of Labor through the New Jersey Department of Labor, Greater Raritan must strictly enforce the following:

- The training provider must sign and return the Individual Training Agreement (ITA) to the One Stop no later than 10 days after receipt or the student must stop attending classes on the eleventh (11) day (Section 2.5).
- Requests for reimbursement for services must be received within 30 days of the student achieving the specified benchmark (Section 5.3) or funding for payment may be de-obligated.

Should you have any questions, please contact me at 908-704-6326 or [mulliga@co.somerset.nj.us](mailto:mulliga@co.somerset.nj.us). Thank you for your commitment to educating the customers of Greater Raritan. We look forward to our continued partnership in the new program year.

Truly yours,

Monica Mulligan

Cc: Christopher Peake, Direct Services Manager  
Shanya Webb-Jules, One Stop Business Manager  
Paul Grzella, GRWDB Director  
Chika Okoye, GRWDB Business Manager

- Mission Statement -

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

*Somerset County Is An Equal Opportunity Employer*



**COUNTY OF SOMERSET  
BOARD OF COUNTY COMMISSIONERS  
MASTER AGREEMENT FOR WIOA, WFNJ, AND OTHER WDP FUNDING FOR  
INDIVIDUAL TRAINING AGREEMENTS  
2023-2024**

**Company/Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contract Period:** 7/1/23 – 6/30/24 (Program Year 2023)

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Federal ID:** \_\_\_\_\_

**Training Site Address:** \_\_\_\_\_

**Most Recent Employment Placement Outcomes:** \_\_\_\_\_

***For One Stop Office Use Only***

***Contract Number:*** \_\_\_\_\_

***Type Funding:***

**US Dept of Labor through New Jersey Dept of Labor**

**The COUNTY OF SOMERSET**  
**MASTER AGREEMENT FOR INDIVIDUAL TRAINING AGREEMENTS**  
**Contract #**

**THIS AGREEMENT**, between The COUNTY OF SOMERSET, herein after THE COUNTY OF SOMERSET, and the above listed approved by the NJDOL as an Eligible Training Provider herein after Subcontractor, with reference to the following facts and all referenced attachments:

This Training Contract is entered into July 1, 2023, and is effective until June 30, 2024.

**WHEREAS**, Hunterdon and Somerset Counties, constituting the Greater Raritan Workforce Development Board, a Workforce Development Area pursuant to the Workforce Innovations Opportunity Act of 2014 (WIOA), P.L. 113-128; and THE COUNTY OF SOMERSET is the entity designated jointly by the Greater Raritan Workforce Development Board (herein after GRWDB) and the Board of County Commissioners of Somerset County and the Board of County Commissioners for Hunterdon County to be the "Fiscal Agent" [referenced in WIOA Section 107] for Somerset County's and Hunterdon County's WIOA-funded "One-Stop Delivery System" [described in WIOA Sections 121]. As such, THE COUNTY OF SOMERSET is responsible to carry out GRWDB and County policies; comply with the provisions of WIOA; and enter into contracts with providers of such services as directed by the GRWDB and as THE COUNTY OF SOMERSET deems appropriate; and

**WHEREAS**, the COUNTY OF SOMERSET is the Grant Recipient of funding that includes Workforce Innovations Opportunity Act (WIOA), Work First New Jersey (WFNJ), and other Work Development Program (WDP) funding the GRWDB is awarded or successfully competes for and the fiscal agent for said funding; and

**WHEREAS**, it is required that training and employment services be provided through the use of Individual Training Agreements (ITAs) to the Subcontractor as established pursuant to Section 134 of the WIOA; and

**WHEREAS**, the COUNTY OF SOMERSET's Human Services Department is the designated provider of Career Training Services, including ITAs, per a competitive contract awarded by the GRWDB; and

**WHEREAS**, Subcontractor offers various "Training Services" [defined in WIOA Section 122] to its students, and hereby represents to THE COUNTY OF SOMERSET that it is an "Eligible Provider of Training Services" [defined in WIOA Section 122] pursuant to policies and procedures established by the State of New Jersey and implemented by the GRWDB and County, with respect to the particular program of study ("Approved Program") specified in **Exhibit "1"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, THE COUNTY OF SOMERSET and Subcontractor intend by this Contract to cooperate together in offering vocational, occupational and educational training, leading to nationally recognized, industry-based occupational certifications and credentials to participants who are authorized by THE COUNTY OF SOMERSET to receive WIOA, WFNJ and WDB funded Training Services, and to whom THE COUNTY OF SOMERSET authorizes issuance of an "Individual Training Agreement" [described in WIOA Section 134] generally in the form shown in **Exhibit "2"** attached hereto and incorporated herein by this reference ("ITA"), in compliance with ITA policies and procedures established by the GRWDB.

**WHEREAS**, THE COUNTY OF SOMERSET as Fiscal Agent is responsible for maintaining a mechanism to generate appropriate reimbursement of costs to the approved Subcontractor using an Individual Training Agreement invoicing system.

**NOW, THEREFORE**, in consideration of the covenants and promises herein contained, it is mutually covenanted and agreed by THE COUNTY OF SOMERSET and Subcontractor as follows:

THE COUNTY OF SOMERSET shall pay to the Subcontractor, a sum up to, but not to exceed the cost reimbursement or fixed rate performance based rate for qualified training and employment services to registered Eligible Training Providers as contained in this agreement, which when submitted and executed, shall be processed in accordance with the County of Somerset ITA Invoicing Process. The Subcontractor agrees, in exchange, to abide by the following provisions:

## SECTION I – GENERAL TERMS AND CONDITIONS

- 1.1 The Subcontractor shall be responsible for the provision of training and employment search services pursuant to WIOA regulations. The Subcontractor assures that, consistent with Section 122 of the Act, it has been determined as initially eligible to provide training services and that the training program and cost offered by the Subcontractor have been approved by the State of New Jersey and in accordance as training for employment in accordance with the Workforce New Jersey Public Information Network's Labor Demand Occupations listing.
- 1.2 The Subcontractor will offer those training programs approved by the State of New Jersey in a manner that is consistent with such approval and assure that all courses or programs offered are provided to WIOA, WFNJ, and WDP eligible individuals under the criteria established for the given course or program.
- 1.3 The duration of this agreement, unless terminated or extended in writing, shall include all of the provisions contained in this contract, inclusive of those provisions/guidelines agreed to with the SETC, NJDOL, USDOL and NJDOE and incorporated by reference herein, including the provisions contained in the service provider application.
- 1.4 Funds will be expended only in a manner consistent with the applicable legislation of WIOA, WFNJ and WDP, funding all pertinent final regulations, rules, policies and directives as promulgated and amended periodically. No activities under this Agreement may be used to support any religious or anti-religious activity.
- 1.5 The Subcontractor will maintain records, which adequately identify the source and application of funds for activities supported by this Agreement.
- 1.6 The Subcontractor will maintain an effective control over accountability for funds, property, and other assets under this Agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 1.7 The obligations of the GRWDB, Greater Raritan One-Stop Career Training Services Center and THE COUNTY OF SOMERSET are subject to the appropriation and availability of sufficient Federal and/or State funds.
- 1.8 Employees of the Subcontractor or other approved third party subcontractor are not to be considered employees of the GRWDB, The COUNTY OF SOMERSET, or the Greater Raritan One-Stop Career Training Services Center. In accordance with the National Labor Relations Act, 29 U.S.C.A. 152 (2) and State law NJSA 34:13A-1 et. seq., the Subcontractor is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the County.
- 1.9 It is understood that THE COUNTY OF SOMERSET is under no obligation to provide or refer any number of participants to the Subcontractor, nor to guarantee any minimum funding under this contract. However, should a participant be referred, the subcontractor shall accept the participant upon the terms and condition of this agreement. All participant information must be kept confidential unless released by the participant in writing.
- 1.10 This agreement shall be construed in accordance with New Jersey State Law, unless superseded by Federal law.
- 1.11 The Subcontractor agrees to provide the services without regard to gender, race, color, religion, creed, ancestry, sexual or affection orientation, age, disability, nationality, marital status, familial status, liability for service in the Armed Forces or national origin of the applicant or recipient of services.
- 1.12 The Subcontractor is not permitted to purchase any real property with contract funds received from the County under this agreement.
- 1.13 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, WFNJ, WDP, CAVP and NEG, the Subcontractor assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovations Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizen/status as a

lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

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

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

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

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

- 1.14 The Subcontractor also assures that it will comply with 29 CFR, Part 37, and all other regulations implementing the laws listed above. This assurance applies to the Subcontractor's operation of the Title I-financially assisted program or activity, and to all agreements the Subcontractor makes to carry out the WIOA Title I-financially assisted program or activity. The Subcontractor understands that the United States has the right to seek judicial enforcement of this assurance.
- 1.15 The Subcontractor hereby agrees that in administering this Agreement, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 1.16 Every reasonable course of action will be taken by the Subcontractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial or political gain. The Subcontractor, its Board members, executive staff and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

## **SECTION II – CUSTOMER REFERRAL AND ACCEPTANCE**

- 2.1 The GREATER RARITAN ONE-STOP CAREER TRAINING SERVICES CENTER shall be responsible for initial screening and evaluation of an individual participant for eligibility and compliance with WIOA, WFNJ, WDP, CAVP and NEG prerequisites for enrollment into Training Services and issuance of an Individual Training Agreement (ITA) Contract.
- 2.2 Upon ONE STOP CAREER TRAINING SERVICES CENTER approval of a participant's (Eligible Trainee) eligibility for ITA issuance, that participant shall choose from an approved training for certification or credential through a training school listed on the Eligible Training Provider List (ETPL) of his or her choosing, as identified in Individual Services Strategic/Employment Plan, and THE COUNTY OF SOMERSET shall thereupon issue the appropriate ITA.
- 2.3 Program costs listed on the ETPL by the education/training provider by tuition, books, supplies and other fees on the ETPL must also reflect that way on the student's letter of acceptance from the education/training provider and subsequent invoice bills.
- 2.4 Upon commencement of an Eligible Trainee's participation in the Approved Program, the respective ITA shall become fully a part of this Contract without the need for its physical attachment hereto.
- 2.5 ***The Eligible Training Provider must sign and return the Individual Training Agreement (ITA) to the COUNTY OF SOMERSET no LATER than 10 days after receipt or the participant must stop attending classes on the eleventh (11) day.***
- 2.6 The date of commencement of the Eligible Trainee's participation shall be reported promptly after the activation of the contract by Subcontractor to ONE-STOP CAREER TRAINING SERVICES CENTER in writing, in a form specified by County of Somerset. If the Eligible Trainee's participation does not commence within five (5) days after ITA activation, the ITA shall be null and void.

- 2.7 Upon enrollment and commencement of training, each participant shall have full access to all of Subcontractor's facilities, resources, personnel and supplies, to the same extent as Subcontractor's other students, and there shall be no reduction in services to WIOA/WFNJ/CAVP/NEG/WDP participant due to her/his WIOA/WFNJ/CAVP/NEG/WDP enrollment.
- 2.8 The Subcontractor must contact the ONE-STOP CAREER TRAINING SERVICES CENTER in the event that that the participant is absent from the training for five (5) or more consecutive days, or if not in compliance with the Training Provider's attendance policy, within five (5) working days of the participants absence. If the participant is found not to be in compliance with the Subcontractors attendance policy and the Subcontractor has not duly notified the ONE-STOP CAREER TRAINING SERVICES CENTER within two (2) working days, the Individual Training contract will become void and payments will be jeopardized.

### **SECTION III – REPORTING AND ACCESS TO RECORDS**

- 3.1 Records shall be available to the County, State and Federal government or public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, trade secrets or commercial or financial information that is obtained from a person and privileged or confidential.
- 3.2 The Subcontractor agrees to permit and cooperate with any authorized Federal/State/County representative to visit its facilities and operation for service and contract monitoring, evaluation purposes, investigations, technical assistance and/or audit purposes. They shall be allowed to examine and make copies, excerpts, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement, including computerized (electronic) and magnetic records. The Subcontractor also agrees to ensure that any of their third-party subcontractors, including worksites, fully cooperate with the agencies performing site visits, inspections, and investigations.
- 3.3 The COUNTY OF SOMERSET has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. When a site visit is made by the COUNTY OF SOMERSET, on the premises of the Subcontractor under this Agreement, the Subcontractor shall provide all reasonable facilities and assistance for the safety and convenience of the Somerset government representatives in the performance of their duties.

### **SECTION IV – APPLICATION OF PELL AND OTHER GRANTS**

- 4.1 The Subcontractor shall assist the participant to apply for all available financial aid grants for which the participant may be qualified. All participants must submit a Free Application for Federal Student Aid (FAFSA) to apply for a PELL Grant and any other financial aid available when applicable. The Subcontractor ensures that funds authorized through this agreement are in addition to funds otherwise available to participants.
- 4.2 It is the Subcontractor's responsibility to notify the County of Somerset, in writing within ten (10) days of receipt, of each participant's estimated and actual PELL, other grant/award, or the lack of same.
- 4.3 The Subcontractor shall be responsible for informing the County of Somerset of the amounts and disposition of HEA Title IV awards and other types of financial aid made available to each Participant.
- 4.4 A Subcontractor will utilize the Participants PELL Grant Award first to defray the cost for any tuition (except under a performance based contract) tools, uniforms, or other supplies approved under this Agreement.
- 4.5 Should the amount of aid exceed the amount owing to Subcontractor under the ITA, the excess shall be paid to THE COUNTY OF SOMERSET within thirty (30) days after Subcontractor receives notice of the aid.
- 4.6 The amount of the aid shall be deducted from the face value of the ITA and shall be credited against the next payment owing to Subcontractor under the ITA.
- 4.7 Notwithstanding any other provision of this Section, if the financial aid is either (a) in the form of a loan to the participant which must be repaid, or (b) payable solely to the participant for expenses other than Approved Training

Program registration, books and other materials or tuition, then no credit shall be applied to the face value of the ITA and no payment shall be owing to THE COUNTY OF SOMERSET.

- 4.8 Should the cost of the Approved Training Program or other services provided by Subcontractor to the Eligible Trainee exceed the face value of the ITA, the excess amount shall be paid as determined by Subcontractor and Eligible Trainee, and THE COUNTY OF SOMERSET shall in no event bear any responsibility, therefore.
- 4.9 Subcontractor further certifies that the cost of the approved course or other services provided by the Subcontractor to the eligible trainee shall be equal to the cost of same course or services provided to any other individual customer.

**SECTION V – INVOICING**

- 5.1 Periodic payments by THE COUNTY OF SOMERSET to Subcontractor shall be made on a performance basis and according to the benchmark schedule as provided by the ITA, only upon receipt by THE COUNTY OF SOMERSET of an invoice from Subcontractor as detailed in Attachment A. The invoice must contain the following information: (a) Participant name and ITA number; (b) description of the ITA condition fulfilled on the forms provided by THE COUNTY OF SOMERSET (e.g., passage of time, hours attended, competency attained, job placement made, etc.) (c) the amount then owing for each participant; and (d) Subcontractor's signature certifying the accuracy of the information contained in the request.
- 5.2 THE COUNTY OF SOMERSET shall initiate the County payment process for the appropriate payment to Subcontractor within thirty (30) days after receipt of an invoice reviewed and approved, subject to adjustment by THE COUNTY OF SOMERSET based on verification according to the information in the Progress Report (Attachment B) accompanying each or due to prior payments to Subcontractor.

The payment schedule for WIOA, WFNJ, and WDP, funds is as follows:

Benchmark	Date	Amount of Payment	Items to Submit
1 <sup>st</sup>	Mid-point of training	50% of total contract	Invoice (Attachment A) Progress Report (Attachment B) Attendance Records (Attachment C*)
2 <sup>nd</sup>	Completion of training	50% of total contract	Invoice (Attachment A) Progress Report (Attachment B) Attendance Records (Attachment C*) Copy of Certificate/Credential

\*Attachment C provides the Subcontractor with an attendance record template. The subcontractor may use its own template so long as the record is signed by both the student and the instructor.

Attachment D provides the Subcontractor with a checklist of documents to be submitted for each benchmark.

- a) The first payment (50% of total contract of ITA grant) be processed upon successful completion of the first half (1<sup>st</sup> benchmark) of the training program as determined by the start and completion dates of the ITA. **INVOICES MUST BE RECEIVED WITHIN 30 DAYS OF FIRST BENCHMARK DATE.**
  - i. If the participant does not successfully complete the first half of the training program, payment will be prorated for training hours received based on total cost of the contract.
- b) The second payment (50% of total contract of ITA grant) will be processed upon successful completion of the remaining half (2<sup>nd</sup> benchmark) of the entire ITA as documented by the submission of degree, license, certification or credential listed on the Eligible Training Provider List. **INVOICES MUST BE RECEIVED WITHIN 30 DAYS OF SECOND BENCHMARK DATE.**
  - i. If the participant does not successfully complete the second half of the training program, payment will be prorated for training hours received based on total cost of the contract and the contract will be closed. Remaining funds will revert to the COUNTY OF SOMERSET for re-distribution.

- ii. If the participant successfully completes the second half of training, resulting in a certificate of completion or completion of contracted instructional hours but does not take the exam and/or fails the exam that results in a credential, payment for the second benchmark will be prorated.
- c) If the training provider allows the participant the opportunity to repeat a portion or the entirety of the training program to improve the participant's grades, any additional costs of doing so will be the sole responsibility of the training provider.

**While there is no requirement for employment placement for payment, Greater Raritan will be monitoring the employment outcomes for each training provider and will be providing that information to its customers.**

- 5.3 **If Subcontractor does not submit for reimbursement for 1<sup>st</sup> and 2<sup>nd</sup> benchmarks for WIOA, WFNJ, , and/or WDP within 30 DAYS of the participant achieving each benchmark, the COUNTY OF SOMERSET shall have the option of declaring this agreement null and void with no additional payment required.**
- 5.4 Should a participant terminate training due to full time, unsubsidized employment, payment will be prorated for training hours received based on total amount of the contract.
- 5.5 Payments to Subcontractor will be made in accordance within Somerset County's regular payment process and timeframe.
- 5.6 The Subcontractor is not entitled to charge the participant for any portion of this performance-based contract unpaid by the County of Somerset for any reason nor is the Subcontractor entitled to submit or sell any unpaid ITA grant account balance to a debt collection agency holding neither the COUNTY OF SOMERSET, GRWDB, Greater Raritan One Stop Career Training Services Center nor the participant responsible.
- 5.7 The Subcontractor shall submit to THE COUNTY OF SOMERSET the Invoice Form (Attachment A) and Progress Reports (Attachment B) with the first and second benchmark payments. **In addition, a copy of the participant's certificate of completion or achievement and any credential attained must be forwarded with the second benchmark payment for payment to be processed.**
- 5.8 **Attendance records signed by both the student and the instructor must be submitted with each benchmark invoice for each student.** The training provider may use its own attendance timesheet, or it can use the timesheet provided (Attachment C).
- 5.9 If Subcontractor does not in its normal course of business maintain student records which indicate attendance and performance, the participant's transcript may be submitted instead of the Performance Report. Subcontractor must indicate in writing to THE COUNTY OF SOMERSET upon signing this contract that transcripts will be submitted rather than a performance report of any other type. In the case of online courses where the participant does not physically attend, the participant's activity report must be submitted in place of the attendance report.
- 5.10 The attainment of a nationally recognized degree, credential or certificate or state/locally recognized credential is a requirement as a performance goal for the GRWDB/ One-Stop Career Training Services Center. The GRWDB requires certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment. WIOA Performance Goals are requirements that must be met for WIOA funding to continue.
- 5.11 Once guidelines are issued by the NJSETC and/or NJDOL, nationally recognized or industry recognized credentials will be the required performance goal.
- 5.12 If Subcontractor needs to change a student's training start or end date, a Request for Change in Date form (Attachment E) must be completed and submitted to the One Stop Career Training Services Center **no later than one week prior to the most recent approved end date.**



## SECTION VI – INSURANCE

- 6.1 The Subcontractor hereby represents and assures THE COUNTY OF SOMERSET that all facilities and equipment used in the course of delivering an Approved Training Program to a participant shall at all times comply with all applicable accessibility and safety standards, whether contained in Federal or State laws or regulations or local governmental ordinances.
- 6.2 Unless otherwise prohibited by law, he Subcontractor shall hereby defend, indemnify, and otherwise hold harmless the COUNTY OF SOMERSET, its agents, departments, bureaus, boards, officials, volunteers and employees from any and all claims or actions at law, whether for personal injury, property damage, or liabilities, including attorney's fees and the cost of defense, which arise from acts, errors or omissions, whether negligent or not, of the Subcontractor or its board, officials, agents, employees, servants, volunteers, third party Subcontractor(s), material suppliers or other working for or on behalf of the Subcontractor, or any failure to perform the Subcontractor's obligations under this contract or any improper performance. Subcontractor hereby agrees to defend THE COUNTY OF SOMERSET against any claim of loss by any third party asserting that Subcontractor has failed to comply with its obligations contained in this Section.
- 6.3 As used herein, "loss" shall mean all claims and awards of damages due to death, personal injury, property damage of noncompliance with applicable laws, and all costs and expenses incurred defending such claims (including without limitation worker's compensation insurance for its employees and contractors engaged in providing services described herein; premises liability insurance for facilities supporting those services; and general liability insurance covering all associated activities of Contractor and its directors, employees, agents, contractors and other representatives. Each such policy of insurance shall be deemed primary with respect to any similar insurance carried out by THE COUNTY OF SOMERSET. Subcontractor shall provide THE COUNTY OF SOMERSET a written binder or other evidence of insurance coverage required hereby; and Subcontractor shall comply with any reasonable request by THE COUNTY OF SOMERSET to increase its coverage.
- 6.4 A valid Certificate of Insurance is required by THE COUNTY OF SOMERSET on an annual basis to verify coverage for the term of this contract.
- 6.5 The Subcontractor agrees to obtain and maintain for the duration of this agreement a comprehensive general liability insurance policy with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. Policy shall be a comprehensive form general liability policy and include products/completed operations, independent Subcontractors, contractual and broad form property damage and liability coverage. **The County of Somerset shall be listed as an additional insured.** A certificate of said coverage shall be forwarded to the County, within ten (10) days of contract execution and shall also provide for a thirty (30) day written notice in the event of cancellation.
- 6.6 The Subcontractor assumes liability for its actions and the actions of its officials, employees, volunteers, third party Subcontractor, agents or anyone working on behalf of the Subcontractor under this agreement. If the Federal Government, the State of New Jersey, or the County of Somerset demands repayment of funds from the Subcontractor as a result of Subcontractor or third party Subcontractor violation of any legislative act contained herein, or any rules, policies, procedures, directives and regulations or Agreement provisions, the Subcontractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 6.7 In the event that a grievance, lawsuit or other claim filed against the Subcontractor by a participant, third party Subcontractor or other person results in an obligation to pay back wages or other financial consideration, the Subcontractor is solely responsible for such payments. Unless otherwise prohibited by law, the Subcontractor agrees to indemnify, defend and hold the County harmless from any such claims, grievances, lawsuits, or damages and to reimburse the County for any repayments, costs of defense, and attorney's fees.
- 6.8 Subcontractors shall comply with all applicable Federal, State, and County laws, policies, procedures, directives, rules and regulations, including the Workforce Innovations Opportunity Act of 2014 and all related regulations, directives and procedures.

## **SECTION VII – WORKING CONDITIONS**

- 7.1 Wage Requirements: Individuals in on-the-job training (or individuals employed in activities under Title I of WIOA) must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer who have similar training, experience and skills. Such rates must be in accordance with applicable law but not less than the higher of the Federal minimum wage or the applicable State or local minimum wage law. 667.272.
- 7.2 Safeguards for Non-Displacement of Other Employees: A participant in a program or activity authorized under Title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
- 7.3 A program or activity authorized under Title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.
- 7.4 A participant in a program or activity under Title I of WIOA may not be employed in or assigned to a job if:
- a) Any other individual is on layoff from the same or any substantially equivalent job; The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or
  - b) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- 7.5 Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures. WIOA Section 181.
- 7.6 Individuals in on-the-job training or individuals employed in programs and activities under Title I of WIOA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work. WIOA Section 181.
- 7.7 Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIOA.
- 7.8 To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in programs and activities under Title I of WIOA on the same basis as the compensation is provided to other individuals in the State in similar employment.
- 7.9 If a State workers' compensation law applies to a participant in work experience, workers' compensation benefits must be available with respect to injuries suffered by the participant in such work experience. If a State workers' compensation law does not apply to a participant in work experience, insurance coverage must be secured for injuries suffered by the participant in the course of such work experience. WIOA Section 181.

## **SECTION VIII – OTHER FEDERAL REQUIREMENTS**

- 8.1 WIOA Title I financial assistance may not be spent on the employment or training of participants in sectarian activities. Participants must not be employed under Title I of WIOA to carry out the construction, operation or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship. However, WIOA funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants. WIOA Section 181 and EEO regulations at 29 CFR 37.6(f).

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

- 8.2 Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in US Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their Subcontractors or subgrantees).
- 8.3 Compliance with the Copeland "anti-Kickback" Act (18 U.S.C. 874) as supplemented in US Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).
- 8.4 Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by US Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- 8.5 Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by US Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- 8.6 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Ocean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- 8.7 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). (53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 1995, Apr. 19, 1995).
- 8.8 The Subcontractor shall comply with Title II of the American Disabilities Act (ADA). The Subcontractor further ensures that it will not discriminate against any disabled person in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored social activities.
- 8.9 The Subcontractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 8.10 Each Subcontractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1. 5.16
- 8.11 The Subcontractor shall utilize the attached Grievance & Discrimination Complaint Procedure (Attachment F). Such procedure shall be made available upon enrollment to WIOA program participants.

## **SECTION IX – AMENDMENTS, MODIFICATIONS, SUB-CONTRACTS OR WAIVERS**

- 9.1 This Contract shall be in effect beginning on July 1, 2023, subject to earlier termination or extension only as provided herein.
- 9.2 This Contract may be terminated by either party only upon giving to the other party thirty (30) days advance notice of the proposed termination specifying the cause therefore. If during the first ten (10) days of that 30-day notice period the party claimed to be in breach gives notice to the other party informing it of its intent to cure the breach, and if the party claimed to be in breach fully does so within the 30-day notice period (or, for a breach which cannot reasonably be fully cured within such period, promptly commences and continues in good faith to implement the cure), this Agreement shall not be terminated.
- 9.3 Notwithstanding the aforementioned stipulations for termination of a contract due to breach, this Agreement shall be terminable by THE COUNTY OF SOMERSET without cause upon proper termination of the Subcontractor's status as an Eligible Provider of Training Services, or upon demonstrated loss of funding to THE COUNTY OF SOMERSET necessary to support its activities hereunder, or as may otherwise be required by Federal or State law

or regulation; and shall be terminable by Subcontractor at any time when there is no Participant enrolled in an Approved Course. Upon termination, Subcontractor shall no longer be eligible for referral of Eligible Trainees by ONE-STOP CAREER TRAINING SERVICES CENTER and/or THE COUNTY OF SOMERSET under its ITA procedures. This Agreement may be amended (including without limitation to extend its Term) only by written agreement signed by both parties hereto. This agreement is also subject to US Department of Labor/ NJ Department of Labor and Workforce Innovations Opportunity Act transition policies and implementation activities.

- 9.4 The Approved Program curriculum and related materials provided to NJ State Department of Labor in the process of certifying Subcontractor as an Eligible Provider of Training Services shall be diligently followed and applied by Subcontractor in its instruction and training of each Eligible Trainee, and shall not be substantially amended except with advance written approval from the COUNTY OF SOMERSET. As used herein, "substantially amended" shall mean any change in course objectives; any reduction in expected student competency achievement; any reduction in minimum attendance requirements; any change to the location and time of the course; and any exception to minimum educational or experience standards for instructors.
- 9.5 Subcontractor must notify the New Jersey Labor of any change in the training program provided, tuition or materials costs, or in relation to the Training Provider facilities [New Jersey Training Explorer \(njcareers.org\)](http://njcareers.org)
- 9.6 This document with its attachments for any approved participant constitutes the entire contract between the parties hereto. No representation, modification or amendment hereto, whether oral or written, shall be effective unless mutually agreed upon in writing and duly executed by both parties.
- 9.7 Notwithstanding Section 9.1, the County of Somerset may unilaterally modify this agreement at will in order to accommodate any change(s), amendments, modifications or interpretation of the Act or any applicable, Federal, State or local laws, regulations, rules, directives or policies.
- 9.8 When a Subcontractor has failed to comply with the terms, conditions or standards of the Agreement the County may on reasonable notice to the Subcontractor, suspend the Agreement, and withhold any further payments, or prohibit the Subcontractor from incurring additional obligations against WIOA, WDP, WFNJ, CAVP and NEG funds, pending corrective action by the Subcontractor within ten (10) days of notice or a decision by the County to terminate in accordance with paragraphs 9.2 and 9.3.
- 9.9 Such provisions for termination or suspension will include the inability of the Subcontractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Subcontractor that prohibits WIOA, WFNJ, WDP, CAVP or NEG participants from continuing an/or completing the course of study as determined under this agreement.
- 9.10 The County of Somerset may terminate this Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the Subcontractor has failed to comply with any condition of the Agreement.
- 9.11 The County of Somerset shall promptly notify the Subcontractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Subcontractor or recoveries by the County of Somerset under the contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties and any applicable provisions of the agreement.
- 9.12 Upon request, the County of Somerset shall make payments to a Subcontractor for allowable charges under the Agreement being closed.
- 9.13 The Subcontractor shall immediately refund to the County any balance of un-obligated (unencumbered) cash advanced to the Subcontractor that is not authorized to be retained by the Subcontractor for use on other contracts and any tangible property purchased with these County funds shall be returned to the County.
- 9.14 The Subcontractor shall not subcontract its obligations and responsibilities to a third party, without prior consent from the County of Somerset.
- 9.15 Such consent, if granted, shall not relieve the Subcontractor of its obligations and responsibilities under the Agreement. All approved assignments and third party contracts shall become part of this Agreement and the

Subcontractor shall bear full responsibility, without recourse to the Federal, State or County government for their performance.

9.16 The Subcontractor shall forward copies of all assignment and third party contract documents to the County and shall retain copies of them on file together with this Agreement.

9.17 Any approved assignment or third party contract documents shall incorporate the entire provisions of this Agreement.

9.18 If any provision of this contract is stricken by a court of law or found to be in violation of any law, the Agreement shall continue to be enforceable except for the voided provision.

9.19 Should the County of Somerset not enforce any provision of this agreement, or if fails to exercise any right, power or privilege, this shall not be construed as a waiver and the County of Somerset shall have the continuing right to enforce said provision at any time thereafter.

9.20 Contract extensions may be approved at the discretion of the County of Somerset for a maximum total extension period of six (6) months.

9.21 STANDARD ASSURANCES AND CERTIFICATIONS

By signing this document, the Subcontractor in conducting all activities under the approved Agreement, assures, certifies and agrees that it will fully comply with all requirements of the following, including any amendments or additional requirements which may be promulgated during the inclusive period of July 1, 2023 through June 30, 2024:

- 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)

**Detailed information on the Standard Assurances and Certifications listed above can be found by clicking on this link: [NJDOT Standard Assurances and Certifications](#)**

**For notice purposes to the Training Provider (Subcontractor):**

**Training Provider Name:** \_\_\_\_\_

**Training Provider Address:** \_\_\_\_\_

**Training Provider Federal ID#:** \_\_\_\_\_

**Master Agreement 2023-2024**

**AGREED AND EXECUTED effective on the date first written above, by:**

\_\_\_\_\_  
**Training Provider (Subcontractor) Signature**

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

\_\_\_\_\_  
**Training Provider (Subcontractor) Title**

\_\_\_\_\_  
**Commissioner Director  
Somerset County  
Board of County Commissioners**

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

## DEFINITIONS

The Act: The Workforce Innovations Opportunity Act of 2014 (WIOA), Public Law 113-128, inclusive of all rules and regulations issued pursuant to the Act.

Adult: Individuals ages twenty-two (22) and older eligible to receive WIOA and/or WFNJ services.

Basic Literacy Skills Deficit: The level at which an individual computes or solves problems, reads, writes or speaks English at or below grade level 8 or is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job.

Costs: The financial measure of resources consumed in accomplishing a stated objective, such as the provision of training. To be allowable, a cost must be necessary and reasonable for proper and efficient administration of a program. Except as noted in this Agreement, costs may not be a general expense required in carrying out the overall responsibilities of the Subcontractor.

Credential: The reference to the attainment of a nationally recognized degree or certificate that is state/locally recognized. Credentials include, but are not limited to, a high school diploma, GED or other recognized skills standards, and licensure or industry-recognized certificates. Credentials allowable under WIOA will be further defined by SETC and/or NJDOL.

Disallowed Charges: Charges to this Agreement, which the COUNTY OF SOMERSET, State and Federal government or their representatives, determine to be unallowable in accordance with the WIOA, its regulations, rules, directives, and conditions as contained in the Agreement.

Eligible Trainee: Participant in the WIOA & WFNJ training grant program who has been identified and documented as meeting all WIOA & WFNJ eligibility requirements.

Eligible Training Provider: In accordance with WIOA regulations, listed on the SETC, and approved, identified and documented as meeting all program requirements, all information about which is available from the NJDOL- WNJPIN (New Jersey Training Sources) at [New Jersey Training Explorer \(njcareers.org\)](http://New Jersey Training Explorer (njcareers.org)) . Subcontractor assures that, consistent with Section 122 of the Act, it has been determined as initially eligible to provide training services and that the training program and cost offered by the Subcontractor have been approved by the State of New Jersey and in accordance as training for employment in accordance with the Workforce New Jersey Public Information Network's Labor Demand Occupations listing.

Enrollment: Authorization by the Administrative Entity for an individual participant to start participation in an approved program. Such authorization is extended after the Administrative Entity has determined that the individual is certified and eligible to receive services.

Follow-up Services: Services may include, but are not limited to, leadership development and supportive services activities; regular contact with the participant, his employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups; adult mentoring; tracking the participant's progress in employment after training. All participants in the training program must receive some form of follow-up services for a minimum of 12 months.

Full-Time Employment: An unsubsidized, minimum of 30 Hours per week, Temporary placement or work through an employment agency does qualify.

Greater Raritan Workforce Development Board (GRWDB): See definition for Workforce Development Area..

Hunterdon County: This refers to the COUNTY OF HUNTERDON, which is part of the state-designated Greater Raritan Local Workforce Area and entered into an Memorandum of Understanding with Somerset County and the GRWDB to support workforce development programs in the two counties.

Individual Referral/Open Entry: Referral of participants by the One Stop Career Training Services Center to Subcontractors on an individual basis.

Individual Service Strategy (ISS): The basic instrument for the One Stop Career Training Services Center to record the decisions made relative to the combination and sequence of services that will be provided to a participant based on an objective assessment.

National Emergency Grant (NEG): Emergency grants may become available through the US Department of Labor/NJ Department of Labor after application and approval by the Federal Department of Labor.

New Jersey Department of Labor (NJDOL): This refers to the New Jersey Department of Labor located in Trenton, NJ.

Occupational Training: A planned, systematic sequence of instruction or other learning experience on an individual or group basis under competent supervision, which is designed to impart vocational skills, knowledge, or abilities to prepare individuals for suitable employment.

One-Stop Operator: Refers to the designated One-Stop Operator awarded by the GRWDB through the competitive bidding process.

One-Stop Career Center: Refers to the One-Stop staff at locations at 75 Veterans Memorial Drive Somerville, NJ and 6 Gauntt Place Flemington, NJ.

One-Stop Career Training Center: Refers to the designated provider of Career Training Services awarded through the competitive bidding process; offices are located at 27 Warren St., second floor, Somerville, NJ, and 6 Gauntt Place Flemington, NJ.

Participant: An eligible individual who has been approved for participation in employment or training related activities as authorized by the One Stop Career Training Services Center. A Participant must have received such authorization prior to his or her actual commencement of any training activity.

Performance Based Contract: Performance Based Contracts are those wherein payments to service providers are made at established intervals following the attainment of significant segments of training, job placement, retention and/or other follow-up services.

Performance Measures: Core performance measures established by the U.S. Department of Labor by which the One Stop Career Training Services Center will be measured on their success.

Placement: This event occurs when a participant, after receiving WIOA, WDP, CAVP, NEG and/or WFNJ services, is placed into full or part-time unsubsidized employment.

Program Exit: The point in time wherein a participant does not receive any WIOA and/or WFNJ -funded or non-WIOA funded partner(s) service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the participant has exited WIOA and/or WFNJ for the purpose of performance measurements.

Somerset County: This refers to the COUNTY OF SOMERSET, authorized to act on behalf of the GRWDB for activities under the Act. The COUNTY OF SOMERSET is the Grant Recipient of WIOA/WFNP/WDP funds.

Subcontractor: The entity that receives WIOA, WDP, CAVP, NEG &/or WFNP funds and is responsible under the terms and conditions of this Agreement, for all activities pertaining to these funds.

Suspension: The suspension of a contract, by the County of Somerset upon request by the One Stop Career Training Services Center, is an action which temporarily suspends WIOA, WDP, CAVP, NEG and/or WFNP financial assistance or services under the Agreement.

Termination: The termination of a contract means the cancellation of WIOA, WDP, CAVP, NEG and/or WFNP financial assistance, in whole or in part, at any time prior to the date of completion pursuant to the provision of this Agreement.

Training: A planned, systematic sequence of instruction or other learning experience undertaken by an individual or group under competent supervision, which is designed to impart skills, knowledge, or abilities/or a credential to prepare individuals for suitable employment.

United States Department of Labor (USDOL): This refers to the United States Department of Labor located in Washing, DC.

Unsubsidized Employment: Full or part time employment not financed from funds provided under the Act, or other government-based and funded projects.

Work First New Jersey (WFNP): A New Jersey public law, which is a welfare reform program that requires non-exempt persons receiving public assistance, including Temporary Assistance to Needy Families, Supplemental Nutrition Assistance Program and/or General Assistance, to secure employment, and thus reduce and/or eliminate the need for welfare.

Workforce Development Program (WDP): As established under Executive Order No. 36, a funding program made available to eligible unemployed and underemployed individuals in need of training services.

Workforce Development Area: A designated service delivery area approved by the Governor. Greater Raritan is a designated geographic service delivery area consisting of Somerset County and Hunterdon County.

Workforce Development Board (WDB): As required under the Act and the Governor's Executive Order No. 36, a board composed of local partnerships of private and public sector individuals that will provide coordination of planning, policy guidelines and oversight for all workforce readiness programs in a designated area. The Greater Raritan Workforce Development Board (GRWDB) is one of 17 Local Area WDBs and serves Hunterdon County and Somerset County.

Youth: Individuals ages 16 to 24 and eligible to receive WIOA and/or WFNP services who meet the federal and state and local criteria for eligibility.



**EXHIBIT "1"**

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

**LISTING OF SUBCONTRACTOR'S APPROVED TRAINING PROGRAMS**

Training Program #: \_\_\_\_\_

Training Program Name: \_\_\_\_\_

Training Program Description [Curriculum; Duration; Outcomes]: \_\_\_\_\_

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

Tuition for Training: \$ \_\_\_\_\_

Associated Costs:

Fees: \$ \_\_\_\_\_

Books: \$ \_\_\_\_\_

Supplies: \$ \_\_\_\_\_

Other (detail): \$ \_\_\_\_\_

TOTAL COST OF TRAINING PROGRAM: \$ \_\_\_\_\_

TOTAL AMOUNT OF WIOA/WFJ GRANT: \$ \_\_\_\_\_

DEDUCT ASSOCIATED COSTS: \$ \_\_\_\_\_

EQUALS: TUITION ALLOTMENT FROM GR WIOA GRANT: \$ \_\_\_\_\_

**To enter into a Master Agreement with Greater Raritan, Training Providers and training programs must be listed on NJDOL's Eligible Training Provider List (ETPL).**

**To make application to the ETPL, the information above must be submitted directly to NJDOL at [New Jersey Training Explorer \(njcareers.org\)](http://New Jersey Training Explorer (njcareers.org))**

**NJDOL makes all final determinations regarding the providers and programs listed on the ETPL.**

## EXHIBIT "2"

By signing this Greater Raritan One-Stop Career Training Services Center Individual Training Agreement (ITA), all signatories accept responsibilities as stated in the agreement.

PART 1: PARTICIPANT AGREEMENT	
<p>If I have selected a training program that exceeds the maximum tuition and fees costs that can be received from the GRWDB/COUNTY OF SOMERSET, I understand that I will incur a personal financial obligation, and that this obligation will be incurred on a pro-rata basis, beginning with the first day of attendance. If I am eligible for and receive a PELL Grant for this training, I understand that the PELL Grant must be used <b>first</b> for all costs identified in Parts 3 and 4 below.</p> <p>I also agree to the following:</p> <ol style="list-style-type: none"> <li>1) I am willing to secure other resources including incurring a debt to the training provider or other institution to pay the excess tuition and fees listed in Parts 3 and 4 below; and</li> <li>2) I understand that any such debt does not involve the Greater Raritan WDB, the One-Stop Career Training Services Center or the County of Somerset</li> <li>3) I must arrange a payment schedule with the training provider or other institution from which I am incurring debt; and I understand that neither the Greater Raritan WDB or the One-Stop Career Training Services Center or County of Somerset has any involvement in the repayment of such debt. Said payment schedule is attached.</li> </ol> <p>By signing, this certifies that I have made a free choice of determining the eligible training programs within the WIOA, WFNJ, and NJDOE eligibility requirements. I have read, understand, and agree to the statements above.</p>	
Participant Signature _____	Date _____

PART 2: REFERRAL TO TRAINING PROVIDER			
Participant Name:	Last Four Digits Soc Sec #:	CIP Name:	
Training Provider Name:	Program (Course) Name:	CIP Code:	
Program Start Date:	Program Midpoint: (1 <sup>st</sup> Benchmark)	Program End Date: (2 <sup>nd</sup> Benchmark)	
Master Contract Agreement #:	ITA Contract #:	Federal Employer ID#:	
Participant Phone #:	Training Provider Email:	Training Provider FAX:	
Participant Address:	AOSOS #:	Billing Contact Name:	
	Purchase Order #:	# of Training Hours:	

PART 3: ANALYSIS OF ITA FUNDING		PART 4: TUITION RESOURCES (SCHOOL/PARTICIPANT)	
TUITION		DEDUCT PELL (FAFSA) GRANT	
BOOKS		DEDUCT SCHOLARSHIP	
SUPPLIES		DEDUCT SCHOOL LOAN	
UNIFORMS		OTHER:	
TOOLS		REMAINING PROGRAM COST	
MEDICAL		GREATER RARITAN-ITA GRANT TOTAL:	
FEES/OTHER			
SUBTOTAL OF ALL FEES:			
TOTAL PROGRAM COST:		*Repayment Refund Statment STUDENT OBLIGATION (NOT COVERED BY ITA)	

<b>Participant Name:</b>	<b>Soc Sec #:</b>	<b>ITA Contract #:</b>
		___-ITA-___-PY

**PART 5: FUNDING SOURCE**

- WIOA ADULT     WIOA DW     WDP     LWD WFNJ TANF     LWD WFNJ FS     LWD WFNJ GA  
 WIOA OLDER YTH     LWD WFNJ ABAWD     CAVP     LWD WFNJ SNAP     NEG     Other

**PART 6: SIGNATURES**

ELIGIBLE TRAINING PROVIDER SIGNATURE CERTIFIES (1) that the information is correct; and (2) that the participant is accepted as a student in the specified program. The participant may begin training **only** upon receipt of proper authorization from the Greater Raritan One-Stop Career Center (WIOA) and the Somerset County Department of Human Services (THE COUNTY OF SOMERSET). The Eligible Training Provider must sign and return this Individual Training Agreement (ITA) to the COUNTY OF SOMERSET no **LATER** than **10 days** after receipt or the participant must stop attending classes on the eleventh (11) day. The Eligible Training Provider must submit Participant Progress Reports to the County of Somerset accompanied with the payment invoice(s). If the referred participant **does not attend** class, this ITA and Purchase Orders(s) will be de-obligated as outlined in the Master Contract Agreement.

**ALL SIGNATURES SIGNIFY:** that this participant is eligible for training under the Workforce Innovations Opportunity Act (WIOA)/WFNJ/NEG; that the WNJPIN identifies this occupation as Labor Demand for our area; and that both school and course(s) are on the WNJPIN Eligible Training Provider List (ETPL). **All costs** are consistent with the latest NJDOE Section J for the above school/ course. The One Stop Career Training Services Center office will maintain documentation (hard copy) of grant eligibility, demand, and course cost information for audit purposes.

**GR WDB GRANT**

**TOTAL:** \_\_\_\_\_

**1<sup>st</sup> APPROVAL**                      **WIOA Official**  
**One Stop Career Training Center Director/Direct**  
**Services Manager** \_\_\_\_\_ **Date** \_\_\_\_\_ **\$** \_\_\_\_\_  
*Monica Mulligan/Christopher Peake*

**2<sup>nd</sup> APPROVAL**                      **Training Provider Official** \_\_\_\_\_ **Date** \_\_\_\_\_ **\$** \_\_\_\_\_  
**(Vendor)**

**Note to Training Provider:** Keep a copy for your records and return this signed original Individual Training Agreement (ITA) to:

**Shanya Webb-Jules, Business Manager**  
**Phone: 908-541-5780 x4**  
**Fax: 908--575-3958**  
[webbjules@co.somerset.nj.us](mailto:webbjules@co.somerset.nj.us)

**ATTACHMENT A**

	<p><b>GREATER RARITAN ONE STOP CAREER TRAINING SERVICES CENTER</b></p> <p>Attn: Shanya Webb-Jules 27 Warren Street, P.O. Box 3000 Somerville, NJ 08876 (908) 541-5780 Fax: (908) 704-1629</p>
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Please Note: Send this invoice with Participant Status and Progress Report to the Department of Human Services to receive payment. Documentation must be attached to receive payment.

**INDIVIDUAL TRAINING AGREEMENT INVOICE**

Payment for Training

<p><b>Training Provider:</b></p> <p><b>Address:</b></p> <p><b>Phone:</b></p> <p><b>FEIN #:</b></p>	<p><i>Greater Raritan Workforce Development Board (WDB)</i></p> <p><b>Somerset County Dept. of Human Services</b></p> <p><b>P.O. Box 3000</b></p> <p><b>Somerville, NJ 08876-1262</b></p> <p><b>Phone: (908)-541-5780</b></p>
--	---

Provided through ITA Contract #: WIOA-ITA-\_\_-PY -\_\_\_\_  
 Participant Name: \_\_\_\_\_  
 Social Security #: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Benchmark Payment Request	Amount	Scheduled Payment Date
<b>1<sup>st</sup> Benchmark</b>		
50% of Total Contract	\$	
<b>2<sup>nd</sup> Benchmark</b>		
50% of Total Contract	\$	
<b>TOTAL:</b>	\$	

\_\_\_\_\_  
Signature of Training Provider

\_\_\_\_\_  
Date

ATTACHMENT B

**PARTICIPANT REPORTING FORMS & GRWDB/SOMERSET COUNTY INVOICES**  
**PARTICIPANT STATUS AND PROGRESS REPORT**

All areas must be completed including signatures & submitted to the COUNTY OF SOMERSET with the first and second payment invoices. Send one at the first benchmark, or midpoint of the training, and the second at the second benchmark, or upon completion of the training.

**TRAINING PROVIDER**

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Contract Number		Program Start Date	
Participant Name		Program End Date	
Training Program		Report Period	
SOC SEC		Evaluation Date	

**Rating Scale:**

3	Excellent	Consistently meets or exceeds workplace standards
2	Good	Consistently meets workplace standards
1	Needs Improvement	Needs to work on meeting this standard
0	Unacceptable	Action Recommended
N	Not Rated	Unable to rate on this standard

**Time and Attendance:**

**Rating**

On time for training work sessions	
Regularly attends class	
Is ready to begin work at the start of each session	
<b>Reminder: attendance records must be submitted with the progress report</b>	

**Completing Tasks Effectively**

Follows oral and written instructions	
Accepts responsibility for task completion	
Meets workplace standards for accuracy	
Meets workplace standards for efficiency	

**Other**

Academic Progress	
Motivation	

A meeting with the WIOA Counselor/ WFNJ Case manager is indicated: \_\_\_\_\_Yes \_\_\_\_\_No

**If yes, reason:**

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Participant Status and Progress Report  
 Equal Opportunity Employer / Program

**OTHER COMMENTS:**


**Participant has met the following Benchmark:**

\_\_\_\_\_ Completed half of the training program (submit invoice for no more than 50% of contract amount).

\_\_\_\_\_ Successfully completed the full training program (submit invoice for no more than 40% of individual contract amount). Certificate of completion or credential achievement must be submitted with invoice.

\_\_\_\_\_  
Instructor/Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructor/Supervisor Name *(Please Print)*

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**Participant Status and Progress Report  
Equal Opportunity Employer / Pro**

ATTACHMENT C

# Somerset County Participant Timesheets

Student Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

School Name: \_\_\_\_\_

Contract #: \_\_\_\_\_

Course: \_\_\_\_\_

Week of:

Day of the Week	Date	Time In	Time Out	Time In	Time Out	Signature	Total Hours
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
<b>Two-week total:</b>							

**Certification: I certify that this student has participated in the hours as indicated above.**

Supervisor/Instructor's Name: \_\_\_\_\_

Supervisor/Instructor's Signature: \_\_\_\_\_

Telephone Number or Email: \_\_\_\_\_

Date Approved: \_\_\_\_\_

## COUNTY OF SOMERSET BENCHMARK PAYMENT CHECKLIST

All forms must be completed, including signatures, and submitted to the Greater Raritan One Stop with the appropriate payment invoices.

**Important:**

*No payment can be made by the COUNTY OF SOMERSET until we have received the **signed original contract** (Individual Training Agreement) which is provided to the training provider by the student. This contract must be returned within 10 days of the student starting the training program. Following that, the training provider will receive an **original voucher/PO** via mail, which also must be signed and mailed back as an original before any payment will be made.*

**(✓) First Benchmark/Course Midpoint:**

	Invoice	Must be signed on or after the benchmark date.
	Benchmark Form	Must be complete and signed.
	Progress Report	Must be complete.
	Signed Timesheets	Must include all completed hours to date.

**(✓) Second Benchmark/Course Completion:**

	Invoice	Must be signed on or after the benchmark date.
	Benchmark Form	Must be complete and signed.
	Certificate of Completion	Or other proof of training completion such as transcripts.
	Progress Report	Must be complete.
	Signed Timesheets	Must include all completed hours to date.

**Contact:**

**Shanya Webb-Jules, Business Manager**  
**Phone: 908-541-5780 x4**  
**Fax: 908--575-3958**  
[webbjules@co.somerset.nj.us](mailto:webbjules@co.somerset.nj.us)



ATTACHMENT E



# Greater Raritan One-Stop Career Training Services Center

Somerset County Department of Human Services

P.O. Box 3000 / 27 Warren Street, 2<sup>nd</sup> Floor

Somerville, NJ 08876-1262

*Serving Hunterdon and Somerset Counties*

Phone: (908) 541-5780

Fax: (908) 575-3958

## REQUEST FOR CHANGE IN DATES FOR CONTRACT

Name of School: \_\_\_\_\_

Participant Name: \_\_\_\_\_

WIOA Contract Number: \_\_\_\_\_

Original Start Date: \_\_\_\_\_

Original End Date: \_\_\_\_\_

Revised Start Date: \_\_\_\_\_

Revised End Date: \_\_\_\_\_

2<sup>nd</sup> Revised Start Date: \_\_\_\_\_

2<sup>nd</sup> Revised End Date: \_\_\_\_\_

Reason for change in date: \_\_\_\_\_

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

Form Completed By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Supervisor's Approval \_\_\_\_\_

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

***Please submit this completed form to the One Stop Career Training Services Center  
no later than one week prior to the most recent approved end date.***

***Send to Christopher Peake, Direct Services Manager at [peake@co.somerset.nj.us](mailto:peake@co.somerset.nj.us) or 908-575-3958(fax)***

## ATTACHMENT F

### **GREATER RARITAN ONE-STOP CAREER TRAINING SERVICES CENTER GRIEVANCE/COMPLAINT PROCEDURES FOR WIOA PARTICIPANTS EQUAL OPPORTUNITY IS THE LAW**

#### **I. NON-DISCRIMINATION ISSUES**

##### **A. PHILOSOPHY**

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in a prompt and equitable manner are essential to building productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

The identity of any person who has furnished information relating to, or assisting in, an investigation of a possible violation of the Workforce Innovations Opportunity Act, shall be kept confidential to the extent possible, consistent with a fair determination of the issues.

##### **B. INFORMAL PROCEDURES**

Participants are encouraged to resolve any disagreement by informally discussing problems with their instructor, counselor, supervisor principal, or a staff person employed by the educational institution. This should take place no later than ten (10) calendar days after the participant becomes aware of the occurrence. An informal investigation will take place to try and bring about a resolution. However, if the method does not resolve the problem, then the formal grievance procedure will be initiated at the participant's request.

The participant will have the opportunity to amend the complaint prior to the formal hearing. Provisions can be made to file a grievance up one (1) year after the participant becomes aware of the occurrence with the exception of complaints regarding discrimination, which have 180 calendar day limitation.

##### **C. FORMAL PROCEDURES-FILING A COMPLAINT THROUGH WIOA**

###### **1. Level One:**

The participant should obtain a formal Participant Grievance Form from his/her supervisor or instructor or program operator. If needed, appropriate staff member will assist the participant in completing the grievance form.

The following information must be included on the Participant Grievance Form:

- a. The specific nature of the complaint with a brief statement of the facts giving rise to it and the way in which the participant believes he/she has been adversely affected;
- b. The relief desired by the participant, and the reasons why the participant feels he/she is entitled to the relief sought.

The participant should submit the formal grievance to his/her supervisor or instructor or program operator.

The supervisor, instructor, program operator, or designee shall meet with the participant and any other persons necessary for a review of the grievance. The supervisor or designee will issue a decision in writing within five (5) business days of receiving the grievance from the participant.

###### **2. Level Two:**

If the participant is not satisfied with the disposition of his/her grievance at level one or, if no decision has been rendered within five (5) business days after presentation of the formal grievance, the grievance will be referred to an impartial hearing officer (mutually agreed upon for resolution).

Within thirty (30) calendar days of filing the grievance, a hearing will be held. The hearing procedure will include:

- a. Written notice of the date, time and place of the hearing, the way it will be conducted, and the issues to be decided.

- b. The opportunity for both parties to be represented by an attorney or other representative.
- c. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
  - 1. The opportunity to question any witnesses or parties.
  - 2. The right to an impartial hearing officer.
  - 3. A verbatim or tape recording of the proceeding.
  - 4. A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) calendar days of the filing of the complaint.

**D. LABOR ISSUES**

If the allegation deals with an alleged labor standards violation, parties may utilize the above process or agree to submit the grievance binding arbitration procedures. This decision shall be final.

**II. APPEAL PROCESS FOR NON-DISCRIMINATION MATTERS**

A complainant or respondent has a right to appeal to the Commissioner of NJDOL Labor if the local decision is unsatisfactory or is not made with 60 days of the filing of the complaint.

A complainant must file the request for an appeal with the Commissioner of NJDOL, within 10 calendar days of receiving the adverse decision within 15 calendar days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of NJDOL and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violations of law under the WIOA.

Each request should be submitted to:  
 Commissioner  
 NJ Department of Labor  
 PO Box 055, Trenton, New Jersey 08625-0055

**III. DISCRIMINATION ISSUES**

**A. FORMAL PROCEDURES**

The Greater Raritan One Stop Career Training Services Center is prohibited from discriminating or the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Innovations Opportunity Act (WIOA), in admission or access to, opportunity or treatment in, or employment in the administration of or connection with, any WIOA funded program or activity. If you think that you have been subjected to discrimination under a WIOA funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or a person designated for this purpose), or you may file a complaint directly with the Director, Center For Civil Rights (CCR), U. S. Department of Labor, 200 Constitution Avenue, NW, room N-4123, Washington, DC 0. If you elect to file your complaint with the recipient, you must wait until the recipient issues a written Notice of Final Action or until 90 days have passed, whichever is sooner, before filing with CCR (see address above). If the recipient has not provided you with a written decision within 90 days of the filing of the complaint, you need to wait for a Notice to be issued, but may file a complaint with CCR within 30 days of the expiration of the 90-day period. If you are dissatisfied with the recipient's written Notice of Final Action of your complaint, you may file a complaint with CCR. Such complaint must be filed within 30 days of the date you received the recipient's Notice of Final Action.

**B. ALTERNATIVE DISPUTE RESOLUTION (ADR)**

The local Equal Opportunity Officer or official handling your complaint must offer you alternate dispute resolution (ADR). The purpose of ADR is an attempt to informally resolve your issues using a variety of methods which include meetings with you and the person(s) against whom you filed a complaint. The goal is to develop a settlement agreement that is to be signed by you and the party being charged. Every effort will be made to handle this process amicably. More information will be provided to you about this process should you elect to use it. If you should accept, an authorized and trained Equal Opportunity Officer will work with you to resolve your complaint through ADR. You may call (908) 704-3000 to reach the EO officer.

I have read and acknowledge receipt of a copy of the above procedures.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name (printed)

\_\_\_\_\_  
One Stop Counselor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
One Stop Counselor's Name (printed)