



*Helping people
Reach Their Dreams*

PROGRAM YEAR 2020-2021

WORKFIRST NEW JERSEY PROGRAMS

UNION COUNTY PROPOSAL

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

➤ **COVER PAGE**

SECTION I

A. AGENCY INFORMATION

Agency Name:	Workforce Advantage
Authorized Signatory:	Julio L Sabater
Mailing Address:	66 Elmora Avenue; Elizabeth, NJ 07202
Telephone Number:	908-355-2299
Fax Number:	908-352-2931
Email:	JSabater@WorkforceAdvantageUSA.com

B. AUTHORIZED TRAINING SITE:

Training Site Name:	Workforce Advantage
Site Manager:	Yunia Labaut
Site Address:	49 Broad Street; Elizabeth NJ 07201
Telephone Number:	908-355-2288
Fax Number:	908-355-2239
Email:	YLabaut@WorkforceAdvantageUSA.com
Hours of Operation:	M-F 9:00 AM to 9:00 PM; Sat 9:00 AM to 2:00 PM

C. AUTHORIZED FISCAL REPRESENTATIVE

Fiscal Representative:	Laura L Garza
Title:	CFO
Address:	66 Elmora Avenue; Elizabeth, NJ 07202
Telephone Number:	908-355-2299
Fax Number:	908-352-2931
Email:	LGarza@WorkforceAdvantageUSA.com

D. TYPE OF AGENCY

<input type="checkbox"/> Not-for-Profit 501(c)(3)	<input type="checkbox"/> Public Institution
<input checked="" type="checkbox"/> Private for Profit	<input type="checkbox"/> Public / Government
<input type="checkbox"/> Other (specify)	

Federal ID #: 22-2902265

Authorized Signatory: _____
(Signature Required)

Date: 06/01/2020

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PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

PROPOSAL SUMMARY BUDGET PAGE

AGENCY NAME: International Communication Solutions, Inc. DBA Workforce Advantage

A. PROGRAM SERVICES (Check All that Apply)

TANF

- ☒ Job Search
☒ Community Work Experience Program
☒ CWEP Transitional
☒ CWEP + Education Directly Related to Employment
☒ CWEP + Job Skills Directly Related to Employment
☐ CWEP + Satisfactory School Attendance-Cert. of General Equiv.
☒ OTHER

GA/SNAP

- ☒ Job Readiness/Life Skills
☒ Community Work Experience Program
☒ CWEP Transitional
☒ CWEP combined ABE, HSE, ESL
☒ OTHER

AREA SERVED

- ☒ Eastern Union County ☐ Western Union County

B. FUNDING SUMMARY

EMPLOYMENT DIRECTED ACTIVITIES	Benchmark fee	Requested Funding			
		East	LOS	West	LOS
TANF					
Job Search	\$ 600.00	\$9,000	15		
Community Work Experience Program	\$ 2,400.00	\$84,000	35		
CWEP Transitional	\$ 800.00	\$36,000	45		
CWEP + Education Directly Related to Employment	\$ 2,250.00	\$67,500	30		
CWEP+ Job Skills Directly Related to Employment	\$ 2,250.00	\$13,500	6		
CWEP + Satisfactory School Attendance Cert. of General Equiv.	\$ 2,250.00	\$0	0		
Other C.N.A	\$ 3,200.00	\$25,600	8		
Other IC3	\$ 3,600.00	\$25,200	7		
GA/SNAP					
Job Readiness/Life Skills	\$ 600.00	\$12,000	20		
Community Work Experience Program	\$ 2,400.00	\$60,000	25		
CWEP Transitional	\$ 800.00	\$36,000	45		
CWEP combined ABE, HSE and ESL	\$ 2,250.00	\$45,000	20		
Other C.N.A	\$ 3,200.00	\$22,400	7		
Other IC3	\$ 3,600.00	\$28,800	8		
Placement and Retention Benchmarks					
Placement in Unsubsidized Employment	\$ 750.00	\$22,500	30		
Retention- 90 days	\$ 500.00	\$5,000	10		
TABE Testing Services	\$ 50.00	\$7,500	150		
TOTAL REQUESTED FUNDING		\$500,000			

In the "Requestd Funding Columns" please indicate the amount of funding requested per each activity / by geographical area. The total requested funding will be the basis for the Micro-Block Grant.

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EXECUTIVE SUMMARY:

Workforce Advantage (WA) is a customer-focused, performance-based and outcome-driven organization. Our mission is to provide the comprehensive services needed by our target populations to overcome their individual employment barriers and acquire the skills they need to reach their personal employment goals, achieve self-sufficiency and develop life-long learning skills that will enable them to adapt to change. This enables them to provide for their families, successfully participate in their communities, compete in the labor market, and contribute to their community's economic development by providing added value to their employer's products and services. For over 30 years, WA has been providing Job Search, Supported Work, Occupational ESL, Basic Skills, Retention/Post Employment Services, and Vocational/ Occupational training, to thousands on public assistance, those who are economically disadvantaged/dislocated workers. WA maintains the highest possible academic/educational standards in the industry. All of our curricula have been approved by the NJ Departments of Education, are based on the **Adult College & Careers Readiness Standards** and employability skills that target **High Demand Occupations** in growing **Economic Sectors** in the Region and have proven effective in practice. Our programs, methodologies and classroom activities are **student-driven/self-paced** and use **cutting edge technology** in the classroom, providing for self-paced instruction and a real work experience.

Our **Job Search (TANF) and Job Readiness/Life Skills (GA/SNAP) programs** provide a “one-stop shop” concept to integrate the necessary *job readiness, job search, job placement and job retention* services that are essential to ensuring our clients' employment success, including those clients who lack employment history or for whom employment has been intermittent and may require multiple attempts before succeeding in the labor market. In 4 consecutive weeks, we offer classroom training from our Life/Work Maturity Skills curriculum; counseling and connection to support services for common barriers to employment success as well as job readiness activities to prepare clients for the work environment and the job search.

Our **Community Work Experience and CWEP Transitional** programs provide up to 6 months of work experience in public service projects/approved local worksites for clients not otherwise able to obtain employment. WA focuses on both site support (with consistent monitoring throughout the duration of the activity) and client support (continually providing job leads to the client and facilitating the client's job search) during the program. WA assesses clients, works with the client to address barriers to successful participation and places clients in a work experience site. As needed, clients receive job readiness training. Our Work Experience Coordinator works with both the client and the site operator to ensure a successful experience.

Our **Community Work Experience + ESL (TANF) and Alternative Work Experience (GA/SNAP)** programs are designed to develop the essential English Communication skills in addition to providing 3 months of work experience. While attending ESL instruction for 15hr. a week, TANF clients are placed and/or remain in AWEF sites for an additional 20hr. and GA for 15 hr. a week.

We have enhanced our ESL curriculum by adding new tools and materials:

New Distant Learning tools:

1. **Newrow:** is a free virtual classroom software that lets you create an online collaboration board without having to download, nor install any additional software and no complex administration. With Newrow Smart, you can conduct live classes online as if you were in a virtual classroom that allows teachers and learners to be in the same room. It is easily accessible on any mobile device or browser, which makes it a perfect tool for any classroom. The instructor and students can see each other in class in real-time, typing,

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drawing, inserting images and downloading videos from the internet. Newrow Smart also lets them import files onto the online whiteboard. Participants can see the teacher, each other, and can even raise their hands and actively participate in the class as a whole or in small groups. That's not all! Multiple students can join the same whiteboard, chat, and talk to each other due to its voice capabilities, fostering collaboration among all students in the classroom or within a subgroup and subgroups.

2. **Quizlet**: Quizlet is a mobile and web-based educational application that enhances the learner's experience by using a diversity of learning tools and games. By accessing Quizlet, our learners are free to have an engaging learning experience beyond the classroom environment, anywhere at home, at work or on the go. The platform can be accessed with any electronic device, via a computer, laptop, tablet or a cellular. With the addition of Quizlet to our teaching kit learners can extend their learning experience beyond the scheduled class time - whether online or face-to-face -, at their convenience and advancing at their own pace. It is a very effective tool for homework assignments or just for additional practice. The practice exercises, including the games correlate to our approved curriculums. *Needless to say, **students love it!***

2. New books and materials such as: Project Success, a standard-based, media-rich hybrid course, which develops creative and critical thinking skills, promotes self-directed learning, and improves student's ability to communicate in social, educational and professional situations. **MyEnglishLab** optimizes instruction through a blend of course book and online content. With instant access to a wide range of diagnostic tools, teachers can customize learning environments to meet the needs of every student. Students may also access this site to practice, using any kind of device such as PC, Smartphone, Tablet, etc. Levels and content follow the standards of the nationally recognized NRS tables, aligned to the TABE class E tests and *incorporated the CCRS standards recently adopted by SCALE and SETC.*

Employment Preparation Services with Work Experience Activity.

Internet and Computing Core Certification (IC3). It is the first globally accepted, standards-based, validated certification program for basic computing skills and is often the first certification individuals pursue to show competence in computer skills. Becoming IC3 certified demonstrates that you possess the knowledge required for the essential use of computer hardware, software, and the Internet. IC3 provides core skills and knowledge necessary to use key computer applications and the Internet. It gives individuals confidence and security in being part of today's "digital world" and it's recognized by ACE's College Credit (See Attachment). The **IC3** is short for **Internet Computing Core Certification**. IC3 helps you learn and demonstrate Internet and digital literacy through a worldwide industry standard. To become IC3 certified, you must pass the following three exams. **Computing Fundamentals**: Computer Hardware/ Computer Software/ Using an Operating System. **Certified Nursing Assistant (C.N.A)** : Clients prepare for the State Certification, and employment as a C.N.A in a local long-term care facility or Hospital; done in partnership with major employers, who provide their facilities for the clinical training and hire all our graduates. The program provides CNA training with hands-on experience in both a state-of-the-art on-site clinical lab as well as through externships at a partnering nursing home. Program skills are reinforced to prepare students for the CNA exam. Both programs include Work Experience Activity according to existing requirements (see CWEP above).

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➤ **SECTION 1. AGENCY DESCRIPTION**

Brief history: Workforce Advantage (WA) is a customer-focused, performance-based and outcome-driven organization. WA (previously CUE) was founded in Elizabeth NJ and has been serving Union County since 1988. Since then, WA has expanded beyond Union County to Hudson, Essex and Morris Counties. For almost 30 years, WA has been providing Job Search, Supported Work, Occupational ESL, Basic Skills, Retention/Post Employment Services, and Vocational/ Occupational training, to thousands on public assistance, those who are economically disadvantaged/dislocated workers, and those sponsored by JOBS, REACH, FDP, Work First, TRA WDP, JTPA and WIA in Hudson, Union, Essex and Morris County. WA has provided the following programs:

Education:

Occupational ESL
 Work Place Literacy
 Work Place Basic Skills

Occupational Training:

Clerk/Secretarial
 Computer Operations
 IC3
 Home Health Aides
 Certified Nurse Aide
 Certified Security Officer (SORA)

Other Services:

AWEP
 Job Search
 Life Skills
 Supported Work

Program/FY 2019-2020	Served	Program/FY 2019-2020	Served
Job Search (TANF)	7	Job Readiness/Life Skills (GA-SNAP)	35
CWEP (TANF)	88	CWEP (GA-SNAP)	58
CWEP Transitional (TANF)	36	CWEP Transitional (GA-SNAP)	3
CWEP/Ed related to Employment	13	CWEP PLUS (GA-SNAP)	
CWEP/Job Skills related to Employment			

Client Characteristics: Our target populations include GA, FS and TANF clients who have been receiving assistance in excess of 36, 48 and 60 months; clients who are employed either full-time or part-time, and still receiving WFNJ assistance and clients who are already engaged in activity but not meeting their mandatory 35 hours/week of engagement. WA has also served other populations besides Welfare clients, including Dislocated Workers, Economically Disadvantaged adults and Youth, individuals with Limited English Proficiency and others. Through grants from NJDOL Office of Customized training, WA has provided training to many corporations located in NJ and particularly in Union County, including Body Wrappers, Wakefern Corporation, and the Hilton Hotel of Elizabeth.

Agency Goal/Mission: Our mission is to provide the comprehensive services our clients need to overcome individual employment barriers and acquire the skills essential to reach their personal dreams, employment goals and achieve self-sufficiency by placement in unsubsidized employment as applicable, while assuring each client's required hourly participation in the activity each month. This enables them to provide for their families, successfully participate in their communities, compete in the labor market, and contribute to the community's economic development by providing added value to their employer's products and services. To accomplish our mission, we have developed our internal capabilities, including technology in the classroom and for distant learning; maintain strategic alliances with potential employers, non-profits and social service agencies; and stay well informed about the ever-changing needs of the workforce and the qualifications of the economic region's *High Demand Occupations*.

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WA has developed strong **partnerships with local employers** who hire all our graduates. Some of the employers co-locate in our site to conduct job interviews right in our center. In most cases, the employer interviews and accepts participants prior to enrolling in our programs. Our primary goals and objectives are to:

- Help our target populations overcome their unique barriers to employment by. 1.) Accurately identifying to which of target population the client belongs as well as his/her unique needs and barriers to employment using the Comprehensive Client Assessment. 2.) Addressing each of these barriers effectively before and after employment by developing comprehensive support strategies and accessing the network of support service agencies. 3.) Assessing, measuring, and documenting progress using Progress Notes and Log Sheets.
- Help our target populations improve their educational level and develop the occupational and employability skills (work maturity skills) they require to secure a job with our employer-partners, to remain employed and ultimately, to follow a career path to reach self-sufficiency by. 1.) Accurately assessing client's employment goals, educational level and transferable skills, using the Comprehensive Assessment and TABE Class E (ESL) or CASAS Test (ABE) to identify/address gaps. 2.) Providing high quality training that utilizes cutting edge technology, including distant learning technology; innovative learner-driven teaching strategies, and is based on up-to-date Curriculum Competencies and Standards, such as the ACCS Standards, which meet the requirements and needs of our employer-partners. 3.) Measuring each participant's progress and outcomes effectively, using technology, assessment tools, weekly progress notes and reports.
- Help our successfully employed target population retain their employment and continue to improve as highly productive, self-reliant employees, able to move along a career path to self-sufficiency by: 1.) providing them with job coaching and supported work services to address barriers or concerns that arise during the early stages of their employment 2.) Encouraging them to use post-employment services (child care, career voucher, etc.), Workforce Advantage facilities, computer labs and other training programs.

WA maintains a consistent strategy throughout all the programs and activities it offers. WA:

- Maintains the highest possible academic/educational standards in the industry, including distant learning technology. All our curricula have been approved by the NJ Departments of Education/, are based on the **Adult Core Curriculum Standards** and employability skills that target **High Demand Occupations** in growing **Economic Sectors** in the Region and have proven effective in practice;
- Makes available **cutting-edge technology** in the classroom, providing for self-paced instruction and a real work experience. In addition, we are using **distant learning** to complement classroom activities or supplant it in case of a force shut down due to an epidemic or any natural disaster.
- Offers programs, methodologies and classroom activities that are **student-driven/self-paced**
- Uses effective academic, educational, job placement and retention **methodologies to ensure the success** of our students in the classroom and in their chosen work environment.

Authorized Contract Signatory/ Mailing Address: Julio Sabater, President/CEO. Workforce Advantage, 66 Elmora Avenue, Elizabeth, NJ 07202.

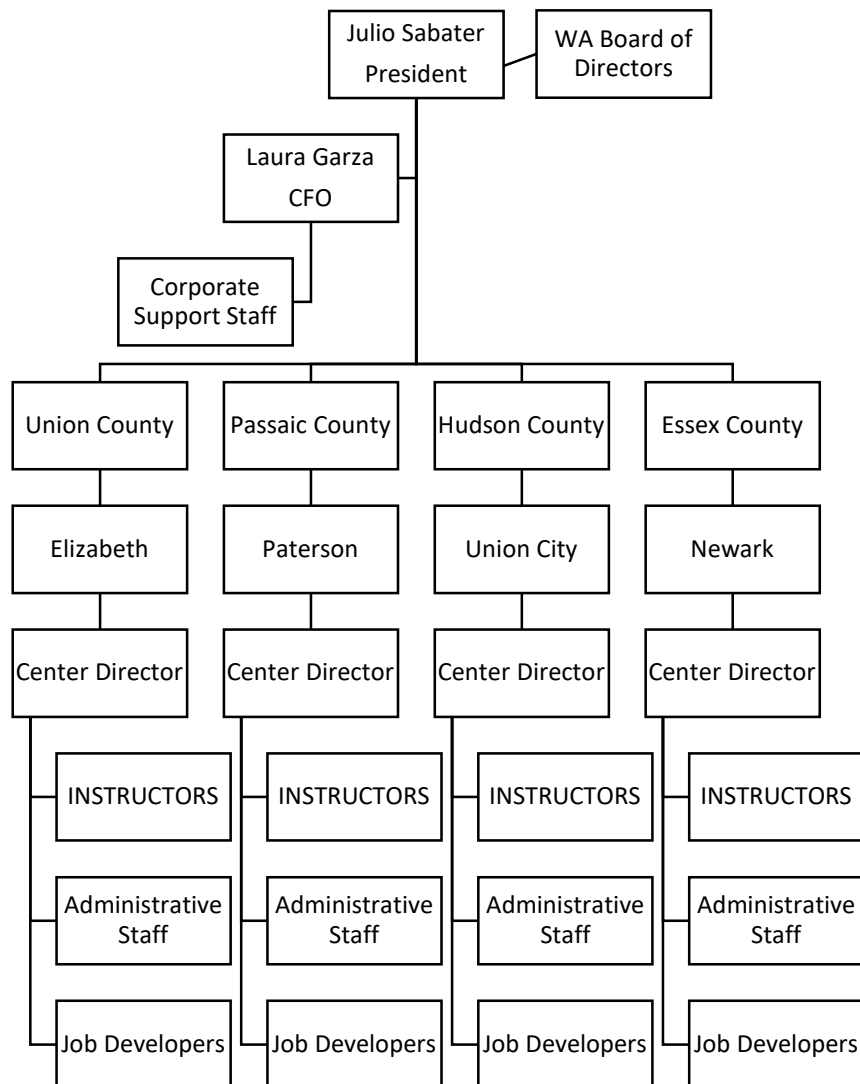
Mr. Sabater is a founding member of the State Literacy Council on Adult Literacy and Education. He is also a member of the Executive Committee of the State Employment & Training Commission (SETC), where he has served for over a decade. He was a member of the Union County WIB for close to 15 years and Adult Literacy Committee and Hudson County WIB Adult Literacy Committee.

Successes/Challenges: With its Elizabeth based office, WA is presently *the largest and highest performing provider*, always surpassing contractual goals. As many of our clients are close to their

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time limits on public assistance, WA has developed comprehensive service strategies to address their unique needs and overcome barriers to ensure their success in a ***fast-track*** to employment.

➤ **Organizational Chart –**



➤ **Agency's Current Board Membership List -**

Workforce Advantage

Julio Sabater – President/CEO

Address: 841 Hueston Street
Union, NJ 07083

Manuel Perez – Vice President

Address: P.O. Box 126391
Hialeah, FL 33012

Laura L. Garza – Treasurer/CFO

Address: 3674 Ocita Drive
Orlando, Florida 32837

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➤ **Copy of New Jersey Business Registration Certificate –**

5/28/2020

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.
Trade Name:	WORKFORCE ADVANTAGE
Address:	49 BROAD STREET ELIZABETH, NJ 07201-2205
Certificate Number:	1104200
Effective Date:	November 12, 2004
Date of Issuance:	May 28, 2020
For Office Use Only: 20200528114345157	

➤ **Proof of non-profit status (if applicable) -**

*NONE - N/A

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➤ **SECTION 2. HISTORY & EXPERTISE IN EACH PROPOSED PROGRAM AREA**

Experience: Since its inception over 30 years ago, Workforce Advantage (WA) has been among the largest providers to the County Welfare to Work programs. WA has served thousands of Union County residents, immigrants, meeting all contractual goals for enrollment, job retention/placement and maintenance.

We have provided

TANF: Job Search, CWEP, CWEP Transitional and CWEP ESL, Employment Preparation Services (C.N.A and IC3)

GA: Job Readiness, CWEP, CWEP Transitional and Alternative Work Experience Program and Employment Preparation Services (C.N.A and IC3)

to Union County since the inception of the TANF programs. WA has consistently been the largest and the highest performer among Job Search/Supported Work providers in all four counties we serve. In Post-Employment Supported Work over 75% of the clients placed in jobs remained employed beyond 120 days.

Workforce Advantage is a customer-focused, performance-based and outcome-driven organization. Our mission is to provide the comprehensive services needed by our target populations to overcome their individual employment barriers and acquire the skills they need to reach their personal employment goals and achieve self-sufficiency. This enables them to provide for their families, successfully participate in their communities, compete in the labor market, and contribute to their community's economic development by providing added value to their employer's products and services.

Workforce Advantage has long recognized how critical it is for adults to have literacy and job skills, particularly computer literacy. As we now know, this need is constantly increasing. The New Jersey labor market is characterized by a number of key features that “affect the job prospects of workers with limited literacy skills [the most relevant of these are that] higher literacy levels are required in all jobs, including less skilled jobs....[and] Growing jobs in the service sector that cannot be automated or off-shored require complex communication skills.”¹ Workforce Advantage strives to ensure that our clients attain the higher levels of literacy and communications skills, as well as job-specific skills, in order to be successful.

Last year we successfully launched our new IC3 program. Computers are a part of nearly every academic discipline and almost every job. In fact, in both academia and the workplace, basic skills in computer and Internet use are considered prerequisites to acceptance or employment. As a result, the need for a standard for measuring basic computer literacy has become increasingly apparent. IC3 addresses this market need by delivering a global certification as validation for these computing credentials.

IC³ stands for Internet and Computing Core Certification. It is the first globally accepted, standards-based, validated certification program for basic computing skills and is often the first certification individuals pursue to show competence in computer skills. Becoming IC3 certified demonstrates that

¹ New Jersey State Employment and Training Commission, 2007. “New Jersey’s Literacy Crisis”, Trenton, NJ: SETC.

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you possess the knowledge required for the essential use of computer hardware, software, and the Internet.

IC3 provides core skills and knowledge necessary to use some computer applications and the Internet. This Certificate gives a resume-building standard certification as proof of successful completion of the program. It also provides the foundation necessary to further enhance productivity and marketability with other desktop application-specific certifications. It gives individuals confidence and security in being part of today's "digital world" and it's recognized by ACE's College Credit (See Attachment).

The **IC3** is short for **Internet Computing Core Certification**. IC3 helps you learn and demonstrate Internet and digital literacy through a worldwide industry standard. To become IC3 certified, you must pass the following three exams.

Computing Fundamentals: Computer Hardware/ Computer Software/ Using an Operating System

Key Applications: Common Program Functions/ Word Processing Functions/ Spreadsheet Functions

Presentation Software Functions.

Living Online: Networks and the Internet/ Electronic Mail/ Using the Internet/ The Impact of Computing and the Internet on Society.

WA sites are **Official Testing Centers** along with **Certiport**, where participants can conveniently take their certification exams. WA is also authorize to provide the Certification testing remotely. This certification is included in the ***NEW JERSEY INDUSTRY-VALUED CREDENTIAL LIST*** (See attachment- Page 20).

Workforce Advantage is consistently the largest and the highest performer among Job Search/Supported Work providers in Hudson County. Workforce Advantage has been serving the Union County SDA since 1988 and, with its Elizabeth based office, is presently the largest and highest performing provider, reaching placement rates above contract requirements, particularly, in Job Search and AWEF.

Julio Sabater, President & CEO of Workforce Advantage, is a founding member of the State Literacy Council on Adult Literacy and Education. Mr. Sabater is also a member of the Executive Committee of the State Employment & Training Commission (SETC), where he has served for almost twenty years. Mr. Sabater is a member of the Union County Workforce Investment Board, past Chair of the Union County WIB Adult Literacy Committee; and a member of the Hudson County WIB Adult Literacy Committee. Workforce Advantage has worked for over a decade with the Department of Labor and the Department of Human Services via such programs as JTPA, TRA, REACH, FDP and currently, TANF.

Ability to work with Clientele: As many of our clients are close to reaching their time limits on public assistance, WA has developed strategies to address their unique needs and barriers to ensure their success in a ***fast-track*** to employment. At the outset, WA comprehensively assesses the client, identifying barriers to full-time employment, deficiencies, strengths/weaknesses, educational level, transferable skills and employment goals. Based on these results, an Individual Responsibility Plan (IRP) is developed with the participant. The assessment and IRP are discussed at length with the client to ensure commitment/ "ownership" of the plan.

We motivate our clients to focus on the activity by removing barriers and lessening distractions. As

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needed, clients are immediately connected to a full array of support services for proper work attire, transportation, childcare, homelessness, etc. ***From the outset***, clients' *transferable skills* are leveraged in seeking employment. Our staff provides clients with the necessary counseling, job search and maintenance skills to complete the activity successfully find/retain a job and advance to self-sufficiency.

Proposed Programs (Current/Past): For almost 30 years, WA has provided services in Hudson, Essex, Morris Passaic and Union County to thousands of individuals in the following programs:

Education:

Occupational ESL
Work Place Literacy
Work Place Basic Skills

Occupational Training:

Clerk/Secretarial
Computer Operations
IC3
Home Health Aides
Certified Nurse Aide
Certified Security Officer (SORA)

Other Services:

AWEP
Job Search
Life Skills
Supported Work

The following table delineates our current and most recent past experience with the programs that we are proposing:

Program/FY 2019-2020	Served	Program/FY 2019-2020	Served
Job Search (TANF)	7	Job Readiness/Life Skills (GA-SNAP)	35
CWEP (TANF)	88	CWEP (GA-SNAP)	58
CWEP Transitional (TANF)	36	CWEP Transitional (GA-SNAP)	3
CWEP/Ed related to Employment	13	CWEP PLUS (GA-SNAP)	

General Purpose:

- Help our target populations overcome their unique barriers to employment by:
 - Accurately identifying to which of the target populations the individual client belongs as well as his/her unique needs and barriers to employment using the Comprehensive Client Assessment.
 - Addressing each of these barriers effectively before and after employment by developing comprehensive support strategies and accessing the network of support service agencies.
 - Assessing, measuring, and documenting progress using Progress Notes and Log Sheets.
- Help our target populations improve their educational level and develop the occupational and employability skills (work maturity skills) they require to secure a job with our employer-partners, to remain employed and ultimately, to reach self-sufficiency by:
 - Accurately assessing participant's employment goals, educational level and transferable skills, using the Comprehensive Assessment and BEST for ESL or TABE Test for ABE to identify/address gaps.
 - Providing high quality training that utilizes cutting edge technology, innovative learner-driven teaching strategies, and is based on up-to-date Curriculum Competencies and Standards, such as ACCS Standards, which meet the requirements and needs of our employer-partners.
 - Measuring each participant's progress and outcomes effectively, using technology, assessment tools, weekly progress notes and reports.
- Help our successfully employed target population retain their employment and continue to improve

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as highly productive, self-reliant employees, able to move along a career path to self-sufficiency by:

- Providing them with job coaching and supported work services to address barriers or concerns that arise during the early stages of their employment.
- Encouraging them to use post-employment services (childcare, career voucher, etc.), Workforce Advantage facilities, computer labs and other training programs.

WA maintains a consistent strategy throughout all the programs and activities it offers. WA:

- Maintains the highest possible academic/educational standards in the industry. All of our curricula have been approved by the State of New Jersey Department of Education and Labor, are based on the **Adult Core Curriculum Standards, Career Paths in High Demand Occupations** and employability skills and have proven effective in practice.
- Makes available **cutting-edge technology** in the classroom, providing for self-paced instruction.
- Offers programs, methodologies and classroom activities that are **student-driven**.
- Uses effective academic, educational, job placement and retention methodologies to ensure the **success** of our students in the classroom and in their chosen work environment.

Partnerships with Employers: Workforce Advantage has developed strong partnerships with the local employers who hire our graduates. Some of these employers co-locate in our site to conduct job interviews. The employer interviews and accepts participants prior to their enrollment in our programs. Our success has resulted in long standing relationships with these employers and their ongoing reliance on Workforce Advantage for their employee recruitment.

Summary of Services Provided and Past Experience: For almost 30 years, Workforce Advantage has been providing Job Search, Supported Work, Occupational ESL, Basic Skills, Retention and Post Employment Services, and Vocational/Occupational training, to thousands of individuals on public assistance, those who are economically disadvantaged and dislocated workers, and those sponsored by JOBS, REACH, FDP, Work First, TRA, WDP, JTPA and WIA in Hudson, Union and Morris County. In 2003, Workforce Advantage expanded its services to support Essex County's WFNJ participants and in 2013 Passaic's County. Workforce Advantage's Elizabeth facility is located at 49 Broad Street (2nd Floor). The facility includes state of the-art computer labs, connected to the Internet, enabling clients to access NJPIN, America's Job Bank, and to use e-mail, etc. These labs complement classroom training, enabling participants to become familiar with basic computer operations - developing PC skills and therefore enhancing their employment potential.

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Prior Experience:

The following charts delineate Workforce Advantage Past Experience in 2016-2020 in Union County

WFA - UNION COUNTY PRIOR EXPERIENCE										
County	Agency	Contact	Activity	Enrolled	Placed	F.Training	Actives	Completed	Picmt	Complt
UNION COUNTY FY' 2016-2017	WDB	Union County Admin. Bldg., 4th Floor Elizabeth, NJ 07207 908-527-4812	Job Search-Tanf	11	1	8	0	9	9%	82%
			CWEP TANF (*)	45	7	25	0	23	16%	51%
			CWEP Transitional TANF (*)	36	4	17	0	17	11%	47%
			CWEP/ESL TANF (*)	113	4	68	0	81	4%	72%
			Job Search-GA/SNAP	5	0	4	0	5	0%	100%
			CWEP GA/SNAP (*)	44	0	14	0	24	0%	55%
			CWEP Transitional GA/SNAP (*)	80	0	41	0	59	0%	74%
			CWEP Plus GA/SNAP (*)	18	0	8	0	12	0%	67%
			(*) Based on completions and not on placements.							
UNION COUNTY FY' 2017-2018	WDB	Union County Admin. Bldg, 4th Fl Elizabeth, NJ 07207 908-527-4812	Certified Nursing Assistant	11	7	0	0	11	64%	100%
			Job Search-Tanf	11	2	6	0	7	18%	64%
			CWEP TANF (*)	55	5	27	0	12	9%	22%
			CWEP Transitional TANF (*)	27	2	17	0	17	7%	63%
			CWEP/ESL TANF (*)	96	5	61	0	56	5%	58%
			Job Search-GA/SNAP	2	0	0	0	1	0%	50%
			CWEP GA/SNAP (*)	46	0	26	0	20	0%	43%
			CWEP Transitional GA/SNAP (*)	64	2	27	0	40	3%	63%
			CWEP Plus GA/SNAP (*)	3	0	2	0	2	0%	67%
			(*) Based on completions and not on placements.							
UNION COUNTY FY' 2018-2019	WDB	Union County Admin. Bldg, 4th Fl Elizabeth, NJ 07207 908-527-4812	Certified Nursing Assistant	12	7	0	0	12	58%	100%
			Job Search-Tanf	13	1	6	0	8	8%	62%
			CWEP TANF (*)	103	7	60	0	42	7%	41%
			CWEP Transitional TANF (*)	57	1	34	0	28	2%	49%
			CWEP/ESL TANF (*)	47	0	25	0	26	0%	55%
			Job Search-GA/SNAP	32	5	15	0	25	16%	78%
			CWEP GA/SNAP (*)	26	0	15	0	10	0%	38%
			CWEP Transitional GA/SNAP (*)	9	0	2	0	2	0%	22%
			CWEP Plus GA/SNAP (*)	3	0	0	0	2	0%	67%
			(*) Based on completions and not on placements.							
UNION COUNTY FY' 2019-2020	WDB	Union County Admin. Bldg, 4th Fl Elizabeth, NJ 07207 908-527-4812	Certified Nursing Assistant	9	5	0	0	9	56%	100%
			Job Search-Tanf	7	0	3	0	5	N/A	71%
			CWEP TANF (*)	88	6	18	0	6	N/A	7%
			CWEP Transitional TANF (*)	36	1	7	0	9	N/A	25%
			CWEP/ESL TANF (*)	13	0	4	0	7	N/A	54%
			Job Search-GA/SNAP	35	1	8	0	17	N/A	49%
			CWEP GA/SNAP (*)	58	1	14	0	12	N/A	21%
			CWEP Transitional GA/SNAP (*)	3	0	1	0	2	N/A	67%
			(*) Based on completions and not on placements.							
UNION COUNTY FY' 2019-2020	State of New Jersey	Howard Miller NJ Dep Labor & Workforce Development - PO Box 055 Trenton, NJ 08625-055 (609) 984-9414	Certified Nursing Assistant	10	0	0	8	2	0%	100%
			IC3 Digital Literacy	2	0	0	2	0	0%	0%

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➤ **SECTION 3. STATEMENT OF NEED**

A recent Policy Information Report published by ETS described the confluence of three powerful forces which have converged in a “***perfect storm***” that, if not addressed, will substantially impact the “American Dream” where all Americans share in the nation's prosperity. First, there is a “*wide disparity in literacy and numeracy skills among our school-age and adult populations*”. Second, there have been “*seismic changes in our economy that have resulted in new sources of wealth, novel patterns of international trade and a shift in the balance between capital and labor*.” As a result, today's labor market is significantly different from the past: employment in manufacturing has decreased while employment in jobs that require a college-level education has grown. Finally, there have been “*sweeping demographic changes*” - the US population is growing and becoming older and more diverse as immigration has a continued impact on the composition of the workforce. Without programs that address this widening gap and include a focus on learning and skills, there is little chance that economic opportunities will improve among key segments of the population.²

The NJ State Employment and Training Commission points out: “The changes in the demography of the workforce necessitate changes in the way people are educated. The current and future workforce will be comprised of increased numbers of minorities, single parents, and persons with disabilities, the economically disadvantaged, non-English speakers, immigrants and women. The system must be fully accessible to these populations by integrating their special needs and concerns into workforce readiness services. This will require the development of specific strategies to eliminate barriers to employment.”

This critical literacy, education and workforce skill crisis, as well as gaps associated with finding/receiving services is of significant impact in Union County as has been documented by the county WIB Literacy Committee as well as the Union County gap analyses done over the past decade.

According to the most recent *Union County Fact book*, between 2004 and 2009, private sector employment declined by 7% (twice the state decline). In this same period, Union County lost 40.7% of its manufacturing employment base. The trade, transportation & utilities super sector, while a major employer, was down (by 8.3%) with the majority of the job loss in the last 2 years. Yet, several sectors in the county outperformed their statewide counterparts, including professional and business services, information especially within the telecommunications sector) and other services. *Union County is projected to add 2,550 new jobs from 2008 to 2018 and to have 7,060 annual job openings per year*. The top two private industry sectors (*Health Care and Social Assistance, Professional, Scientific and Technical Services*) will account for over 40% of new jobs. In addition, retail trade and manufacturing will continue to employ the largest number of people.³

Demographically, Union County is quite diverse. The 2010 US Census and the 2011 American Community Survey show slightly over 56.7% as single race Caucasian, with 28.1% Latino, 21.4% Black/African-American and 4.6% Asian. Of the population aged 5 and over, 20.8% speak English less than very well. Among all people (regardless of age), 10.7% live below the poverty level. Of the population aged 25 and older, 14.2% have not attained a high school diploma (or equivalency). Other statistics show that over 86% of County residents on public assistance are single head of household females with children. 23% of households have received welfare from 5 to 20 years. This selection of demographic information points to a target population that has been highly affected by the aforementioned trends. Add to this the fact that the latest (April 2013) US DOL statistics project an

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8.7% unemployment rate in NJ as well as a labor market surplus and it is clear that proposed service is critical. Furthermore, our target individuals must overcome many other barriers including lack of self-confidence, work experience, marketable skills, job search and maintenance skills and a lifestyle inconsistent with the demands imposed by a job. Welfare agencies need the assistance of other sources to provide such services as comprehensive Job Readiness/Job Search, CWEP, and educational/job skills training that target the high-demand occupations in Union County. Although lately unemployment rate has dropped, workforce participation remains low; many stopped looking for employment or are forced to part time positions only; a paycheck away from public assistance.

WA has designed short term programs that provide the language proficiency and literacy skills required to gain/retain employment in high demand occupations and leverage the “transferable skills” clients already have so that they can weather this “**perfect storm**” and achieve the American dream of self-sufficiency.

➤ **SECTION 4. PROGRAM DESCRIPTION FOR EACH OF THE PROPOSED SERVICES**

➤ **Job Search (TANF), Job Readiness/Life Skills (GA/SNAP)**

The ***Job Search/Job Readiness Programs*** provide the support necessary to help participants gain and/or retain full-time employment, in which they can advance and ultimately attain self-sufficiency, realizing their dreams. We employ a “**one-stop shop**” concept to integrate the necessary *job readiness, job search, job placement and job retention* services that are essential to ensuring our clients' employment success, including those clients who lack employment history or for whom employment has been intermittent and may require multiple attempts before succeeding in the labor market. WA distinguishes itself among providers through innovative educational, technological, employment, post-employment and retention strategies and by motivating participants in the classroom and in the field. For example, this year, NJDOLWD's ***New Jersey Careers Connection***, a value-added job search platform has enhanced our capabilities. All individuals are intrinsically motivated to work given the right circumstances and approach. A participant must commit not only to “a job”, but rather, to a career path to achieve self-sufficiency. Our bilingual team of professionals (Job Developer, Instructor and Student Support staff) provides clients with 4 consecutive weeks of classroom training, job readiness activities, job search and support.

- **Classroom training:** Using our Life/Work Maturity Skills Curriculum, videos and computer aides, our staff develops and nurtures positive job attitudes in participants. *Repeated client cases* and *extension client cases* will receive special attention when required. The Curriculum consists of the following topics:
 - **Using Job Application And Interview Skills:** Identify and evaluate job openings: Visible leads; Hidden Leads and Create a personal network. Obtain and organize documentation essential for employment to prepare a resume. Applying for a job: By phone; By letter; In person. Filling out an application. Job Interview skills. Acceptance and Rejection.
 - **Demonstrating Positive Work Behavior With Honesty And Ethics:** Assume responsibility for actions and decisions. Decision-Making: Prioritize work assignment; Use problem-solving skills. Efficiency and Neatness. Listening to and following directions. Handling Pressure.
 - **Demonstrating Reliable Work Behavior:** Punctuality/Absenteeism; coordinating family/work. Office politics: Following chain of command, rules, grievance procedures; dealing with authority.
 - **Demonstrating Positive Work Attitudes:** Acquiring positive work attitudes: Initiative; Self-confidence; Patience; Dependability; Exhibit pride in work. Maintaining confidentiality.

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Controlling emotions. Willingness to Learn. Adapting to different environment. Demonstrating loyalty to the employer.

- **Exhibiting Good Interpersonal Skills:** Courtesy, respect and empathy; accepting and following directions as a member of a team within the group.
- **Maintaining A Professional Image:** An appropriate appearance as per the company/industry.
- **Adapting To Change:** Recognizing the need to change. Identify and follow procedures. Communicating on the Job: Misunderstandings; Conflict resolutions.
- **Communicating on the Job:** Listening skills; verbal communication skills (addressing people, giving instructions, using the telephone, using job related terminology and non-colloquial language); written communication skills (using correct grammar, writing legibly, relaying messages clearly, preparing written communication); communicating with co-workers (misunderstandings and conflict resolution).
- The curriculum has also incorporated sessions on personal financial management that include budgeting, credit management, opening and maintaining savings and checking accounts (presented through our partnerships with local banks who also assist clients in their banking needs).
- **Counseling and connection to support services** for common barriers to employment such as, dressing for work, money/time and stress management, transportation, childcare issues, homelessness and dependency on public assistance systems.
- **Job Readiness Activities** that assist clients to market themselves, understand workplace expectations, develop positive attitudes towards employment, set realistic job goals; develop a resume; have the skills and information needed to execute an effective job search plan, complete a job application, etc.
- **Engagement in job search** using a diversity of tools and techniques. Every participant becomes a member of a "self-directed job search team" in which participants develop and apply job search skills to identify their own employment opportunities. Job Developers serve as facilitators, coaching participants through the process. As part of a team, participants support each other throughout the job search process by collaborating on search tasks, encouraging one another, dealing with rejection, providing feedback on telephone manners and interview techniques, identifying potential employment, etc. **This innovative strategy promotes ownership of the job search process.** As a result, it enhances the participants' commitment and self-sufficiency while they are acquiring the skills required for success.
- **Job Search:** Participants are active in supervised, structured continuous job search activities in our job search labs where they have **easy access to high speed Internet**, along with multiple telephone lines and fax access so they may easily identify, reach and respond to job openings.
 - Each client learns the basics of the internet: how to apply online; post resumes; log in to a website; etc. They create/learn to use email accounts to send resumes and communicate with employers. They access NJPIN and pre-selected job websites specializing in suitable job openings.
 - As most corporation's recruit online, WA provides intensive training, including webinars (available on demand at **Workforceadvantageusa.com**), so clients are able to take full advantage of the available technology. Our Job Developer helps them become proficient in electronic job searching and applying online (completing applications, posting resumes, taking timed screening tests, etc.)
 - Perhaps the most important example of technology that clients use to support their job search is the powerful new tool from the NJDLWD, **Jobs4Jersey**. The tool guides the participant in the development of a resume that is professional in appearance and effective in the information

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that it provides about the job seeker. It works with the client to elicit information that they may not have thought about including. Once a resume posted on Jobs4Jersey, the tool then helps to match the client to potential opportunities, based not only on occupational titles but also on skills match. The tool is powerful as it identifies opportunities that may not seem immediately evident by incorporating the career paths of others who may have had transferrable skills or switched career paths.

- Clients practice as they take real timed screening tests we have downloaded from major corporations' websites like Wal-Mart and Home Depot. They thoroughly discuss employer expectations to develop their own judgment and screening test answer sheets they later use as a script along with the model job application when applying online.
- Job search teams are a virtual community of jobseekers, sharing information, encouragement and motivation by leveraging social media (like our Facebook page (<http://www.facebook.com/home.php#!/WORKFORCEADVANTAGE>)). As a result, every jobseeker is also becoming a job developer.

The Job Search activity unfolds as follows:

- At enrollment in the program, WA notifies the referring case manager of the customer's enrollment in the program and the respective start date for the service. The notice is provided in writing and is forwarded to the Division of Training and Employment.
- At the outset, clients are evaluated with our Comprehensive Assessment Process which clearly profiles the participant, identifying barriers to full-time employment, deficiencies, educational level, transferable skills and employment goals. If it is determined that the job search activity is not an appropriate referral at this time (due to health problems, job search schedule conflicts, etc.), the client is sent back to case manager with the "Reverse Referral Form" indicating statement of problem and action taken
- Once accepted into the program, if current test results (less than 1 year) are not available, the participant will be assessed using the TABE or BEST test to determine reading and math levels.
- Based on results of the assessments, an Individual Responsibility Plan (IRP) is developed. The assessment and employment plan are discussed at length with the client to ensure his/her commitment to the program and "ownership" of the plan.
- Once identified, efforts begin immediately to address the deficiencies and barriers to employment. The Job Development Strategies used are based on the findings of the participant's Assessment and IRP.
- Concurrent with efforts towards removing deficiencies and barriers to employment, clients participate in classroom training and structured, supervised job search.
- Once the client is employed, information is confirmed and verified through the employer and a copy of the employment verification is sent to the case manager.
- The Job Developer follows up once clients have found employment. Job coaching is provided by calling client at their homes and employer respectively.

Together, the Life Skills Curriculum, counseling and structured nature of the Job Search process ensure Job Readiness - clients are able to market themselves; be familiar with workplace expectations; develop a positive attitude toward employment; write a resume; have the information necessary to initiate a job specific search plan; set realistic job goals; and be able to fill out a job application.

Hours of Operation and Job Development Activities for all programs are described at the end of this section 1920-21

➤ **Community Work Experience Program, CWEP Transitional (TANF, GA/SNAP)**

WA's **CWEP Programs** are designed to provide up to 6 months of work experience in public service

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projects/approved local worksites for clients not otherwise able to obtain employment. The CWEP Transitional provide up to 2 months. WA focuses on both site support (with consistent monitoring throughout the duration of the activity) and client support (continually providing job leads to the client and facilitating the client's job search) during the program; as a point of entry activity to provide client assessment, life skills/job readiness skills and work experience to clients; so, they can address barriers, life style changes and develop working habits and basic work skills to transition into unsubsidized employment or classroom training. TANF participants are required to do 35 hours per week and GA 30 hours per week of volunteer work at a public or private non-profit agency approved by DOL representative. A Work Experience (WE) Coordinator assures each client's success by closely monitoring both the clients and the work sites as well as producing all reporting required by case managers and the State.

These CWEP programs can lead directly into job placement or become a feeder into entry level high/demand occupational training opportunities primarily in those sectors and industries that are major employers in Union County (Trade, transportation & utilities super sector), those sectors that are expected to show growth (*Health Care and Social Assistance, Professional, Scientific and Technical Services*) and those industries that, while not growing, still continue to employ the largest number of people (retail trade, manufacturing)

WA distinguishes itself among providers through innovative educational, technological, employment, post-employment and retention strategies and by motivating participants in the classroom and in the field. For example, NJDOLWD's ***New Jersey Careers Connection***, a value-added job search platform has enhanced our capabilities. All individuals are intrinsically motivated to work given the right circumstances and approach.

A participant must commit not only to "a job", but rather, to a career path to achieve self-sufficiency. This program adheres to the 3-month model proposed in Union County RFP and unfolds as follows:

First month: The UCDSS Case Manager refers the client to WA with a referral form, client profile and CWEP schedule. Client is enrolled in the program and provided a program Orientation. Client attendance is input to the e-timesheet at the point of client enrollment. The WE Coordinator assesses the client with the TABE 9/10 Test) as well as the WA comprehensive assessment (to identify any barriers the client may have to successful program participation). The results of the assessment as well as the CWEP site information is forwarded to case-manager no later than the end of the month.

Client receives job readiness guidance about workplace expectations (such as proper attire, behavior on the job, employer expectations, etc.) and signs the "*CWEP Agreement of Cooperation*". As appropriate, WA works with the client to address any common barriers to participation (and ultimately unsubsidized employment) such as, dressing for work, money/time and stress management, transportation, childcare issues, homelessness, and dependency on public assistance systems. Also, during this first month, efforts begin to encourage the client to actively search for employment.

Our WE Coordinator works with the client (and the results of the assessments) to determine the appropriate types of jobs and job sites for the client - specifically positions which will enable the participant to gain the work skills needed to move into unsubsidized employment. The WE Coordinator identifies an appropriate site for the client and arranges for a placement interview. Once placed at the site, our WE Coordinator confirms the placement with the UCDSS Case Manager. The WE Coordinator works with both the site operator and the participant on an ongoing basis to address any attendance issues, mediate any disputes that may arise and generally ensure that the program goals are being effectively accomplished.

Second month: The client continues to work at the CWEP site. Our WE Coordinator continues to facilitate the program for effectiveness working with both the site operator and the participant.

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Attendance continues to be monitored and reported in e-timesheet weekly. The WE Coordinator completes the client progress report, including assessment of client performance and job readiness and provides to the UCDSS Case Manager before the end of the month. Any changes affecting client status are immediately reported to the UCDSS Case Manager. The client also receives Job readiness training which includes resume writing, interviewing skills, job search skills, particularly, in the Internet so the client becomes proficient in job searching and on-line application, posting resumes, answering screening tests, etc. Also, during this month, our WE Coordinator procures a recommendation letter from the CWEP site operator to attest to the client's good performance and work habits.

Third month and beyond: Concurrent with working at the CWEP site, Job ready clients will search for employment and attend up to 2 job interviews per week. (Employment referrals and job interview information are all recorded to document the time expended). Our WE Coordinator provides job leads, confirms all job interviews and closely monitors all time away from the CWEP site, ensuring timely return to the site (and closely replicating real-world expectations). Attendance continues to be monitored and reported weekly in the e-timesheet.

The goal of this period is for the client to be placed in full-time unsubsidized employment. To do this, WA makes all its resources available to participants in our job search labs where participants are monitored in job search activities. In our job search labs, participants have **easy access to high speed Internet**, along with multiple telephone lines and fax access so they may easily identify, reach and respond to job openings. They access NJPIN and other job websites specializing in suitable job openings. As most corporation's recruit on-line, WA provides support as well as webinars (available at **Workforceadvantageusa.com**), so that clients are able to take full advantage of the available technology. Perhaps the most important example of technology that clients use to support their job search is the powerful new tool from the NJDLWD, **Jobs4Jersey**. The tool guides the participant in the development of a resume that is professional in appearance and effective in the information that it provides about the job seeker. It works with the client to elicit information that they may not have thought about including. Once a resume posted on Jobs4Jersey, the tool then helps to match the client to potential opportunities, based not only on occupational titles but also on skills match. The tool is powerful as it identifies opportunities that may not seem immediately evident by incorporating the career paths of others who may have had transferrable skills or switched career paths. Clients are also able to practice taking real timed screening tests that we have downloaded from major corporations' websites like Wal-Mart and Home Depot.

When appropriate for clients who require more intensive services, WA staff will coordinate with the case manager to arrange for the next activity prior to ending this one. An exit report to the case manager will include client assessment, work experience, barriers, performance, work habits, limitations and capabilities.

Special Staff: The role of the WE Coordinator is described after the next program section.

Hours of Operation and Job Development Activities for all programs are described at the end of this section

➤ **Community Work Experience + ESL (TANF), Alternative Work Experience Program (GA/SNAP)**

Workforce Advantage's **CWEP+ESL/AWEP Programs** are designed to develop the essential English Communication skills in addition to providing three months of work experience in public service projects/approved local worksites for clients not otherwise able to obtain employment. While attending ESL instruction for 15hr. a week, customers are placed and/or remain in AWEP sites for an additional 20hr. a week.

Educationally, we have incorporated the **College & Careers Readiness Standards** as a foundation in our program. Classroom instruction is conducted using the *Silent Way* – an innovative

learner driven technique that overcomes the trials presented by the varying cultural backgrounds, ages and temperaments of participants. All classroom instruction is “***contextualized***” - so that, from the earliest levels of instruction, participants develop their ESL/literacy skills within job/life-skill related contexts to increase their employability.

We have enhanced our ESL curriculum by adding new tools and materials:

1. New Distant Learning tools:

Newrow: is a free virtual classroom software that lets you create an online collaboration board without having to download, nor install any additional software and no complex administration. With Newrow Smart, you can conduct live classes online as if you were in a virtual classroom that allows teachers and learners to be in the same room. It is easily accessible on any mobile device or browser, which makes it a perfect tool for any classroom. The instructor and students can see each other in class in real-time, typing, drawing, inserting images and downloading videos from the internet. Newrow Smart also lets them import files onto the online whiteboard. Participants can see the teacher, each other, and can even raise their hands and actively participate in the class as a whole or in small groups. That's not all! Multiple students can join the same whiteboard, chat, and talk to each other due to its voice capabilities, fostering collaboration among all students in the classroom or within a subgroup and subgroups. With this toolkit our teachers can and shall continue managing the class actively engaging students in numerous and diverse learning activities within the framework of our key principals of subordinating teaching to learning, and contextualizing to introduce occupationally relevant materials. Our State approved curriculum has been fully uploaded along with its classroom materials and practice tests; besides, teachers can easily upload additional documents using a diversity of mediums made available in the platform. Directors can easily track and monitor class activities in real-time and produce as needed various reports for attendance, students' performance and video tape classes for professional development and more.

Quizlet: Quizlet is a mobile and web-based educational application that enhances the learner's experience by using a diversity of learning tools and games. By accessing Quizlet, our learners are free to have an engaging learning experience beyond the classroom environment, anywhere at home, at work or on the go. The platform can be accessed with any electronic device, via a computer, laptop, tablet or a cellular. With the addition of Quizlet to our teaching kit learners can extend their learning experience beyond the scheduled class time - whether online or face-to-face -, at their convenience and advancing at their own pace. It is a very effective tool for homework assignments or just for additional practice. The practice exercises, including the games correlate to our approved curriculums. ***Needless to say, students love it!***

These distant learning tools allow WA avoid disruption of services in case of forced shutdown due to the pandemic or any natural disaster.

2. Adding new books and materials such as: Project Success, a standard-based, media-rich hybrid course, which develops creative and critical thinking skills, promotes self-directed learning, and improves student's ability to communicate in social, educational and professional situations. **MyEnglishLab** optimizes instruction through a blend of course book and online content. With instant access to a wide range of diagnostic tools, teachers can customize learning environments to meet the needs of every student. Students may also access this site to practice, using any kind of device such as PC, Smartphone, Tablet, etc.

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3. Teachers create and maintain a **Student Portfolio** for every participant in their class, which includes all important data on any particular student, including evaluations and class work. Students are allowed, and in fact encouraged to participate in the maintenance of their own portfolio, thus promoting an interest in their advancing process.
4. **Levels and content strictly follows the standards of the nationally recognized NRS tables, aligning it to the Best+ and TABE class E tests.**

The **CWEP+ESL/AWEP** programs can lead directly into job placement or become a feeder into entry level high/demand occupational training opportunities primarily in those sectors and industries that are major employers in Union County (Trade, transportation & utilities super sector), those sectors that are expected to grow (Health Care/Social Assistance, Professional/Scientific/Technical Services) and those industries that, while not growing, still continue to employ the largest number of people (retail trade, manufacturing)

WA distinguishes itself among providers with innovative educational, technological, employment, post-employment and retention strategies and by motivating clients in the classroom and field. This year, NJ DOLWD's **NJ Careers Connection**, a value-added job search platform has enhanced our capabilities. All individuals are intrinsically motivated to work given the right circumstances/approach. A client must commit not only to "a job", but also to a career path to achieve self-sufficiency. The **AWEP ESL** program unfolds as follows:

First month: The UCDSS Case Manager refers the client to WA with a referral form, client profile and CWEP schedule. Client is enrolled and given a program Orientation. Attendance is maintained in the e-timesheet. The WE Coordinator assesses the client with the BEST + Test and our comprehensive assessment (to identify barriers to the clients' successful participation in the program). The results of the assessment as well as the CWEP site information is forwarded to case-manager by the end of the month.

The Client receives job readiness guidance about workplace expectations (proper attire, behavior on the job, employer expectations, etc.) and signs the "**CWEP Agreement of Cooperation**". As needed, WA works with the client to address barriers. Efforts also begin to encourage the client to actively seek employment.

Instruction: Participants are entered into the **most appropriate level of ESL** based on the results of the BEST Test and attend classes for 15 hours/week. **CWEP:** WE Coordinator works with the client (based on assessment results) to determine the appropriate types of jobs/job sites for the client - specifically positions which will enable the participant to gain the work skills needed to move into unsubsidized employment. Once an appropriate site is identified, the WE Coordinator arranges for a placement interview. Once placed at the site, s/he confirms the placement with the UCDSS Case Manager. The WE Coordinator works with the site operator and client on an ongoing basis to address attendance issues, mediate disputes that arise and ensure that the program goals are being met. The client attends the WE component for 20 hours/week.

Second month: Instruction: The client continues in the ESL program for 15 hours/week, advancing levels as appropriate based on satisfactory performance on assessments of curriculum mastery. Contextually in the ESL instruction, the client receives job readiness training which includes resume writing, interviewing skills, job search skills so the client becomes proficient in job searching and on-line application, posting resumes, answering screening tests, etc. **CWEP:** TANF clients continue to work at the CWEP site for 20 and GA 15 hours/week. Our WE Coordinator continues to facilitate the program for effectiveness working with both the site operator and the participant. Attendance continues to be monitored and reported in e-timesheet weekly. The WE Coordinator completes the client progress report, including assessment of client performance and job readiness

<p style="text-align: center;">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

and provides to the UCDSS Case Manager by month-end. Any changes to client status are immediately reported to the UCDSS Case Manager. The WE Coordinator procures a **recommendation letter** from the CWEP site operator to attest to the client's good performance and work habits.

Third month: Instruction: The client continues in the instructional program for 15 hours per week, advancing levels as appropriate based on satisfactory performance on assessments of the curriculum mastered. **CWEP:** The client continues to work at the CWEP site for 20 hours per week. Concurrent with working at the CWEP site, Job ready clients will search for employment and attend up to 2 job interviews per week. (Employment referrals and job interview information are all recorded to document the time expended). Our WE Coordinator provides job leads, confirms all job interviews and closely monitors all time away from the CWEP site, ensuring timely return to the site (and closely replicating real-world expectations). Attendance continues to be monitored and reported weekly in the e-timesheet.

The goal of this 3rd month is client placement in full-time unsubsidized employment. WA makes all its resources available to participants in our job search labs where they are monitored in job search activities. In our job search labs, client have **easy access to high speed Internet**, along with multiple telephone lines and fax so they may identify, reach and respond to job openings. They access NJPIN and other websites specializing in suitable job openings. As most corporations recruit on-line, WA provides support as well as webinars (available at **Workforceadvantageusa.com**), so that clients are able to take full advantage of the available technology. Perhaps the most important example is the powerful new tool from the NJDLWD, **NJ Careers Connection**. The tool guides the participant in the development of a resume that is professional in appearance and effective in the information that it provides about the job seeker. It works with the client to elicit information that they may not have thought about including. Once a resume is posted, the tool helps to match the client to potential opportunities, based not only on occupational titles but also on skills match. The tool identifies opportunities that may not seem immediately evident by incorporating the career paths of others who may have had transferrable skills or switched career paths. Clients are also able to practice taking timed screening tests from major corporations such as Wal-Mart and Home Depot.

When appropriate for clients who require more intensive services, WA staff will coordinate with the case manager to arrange for the next activity prior to ending this one. An exit report to the case manager will include client assessment, work experience, barriers, performance, work habits, limitations and capabilities.

Special Staff: The role of the WE Coordinator is described after the next program section.

Hours of Operation and Job Development Activities for all programs are described at the end of this section

Employment Preparation Services

C.N.A

For this contract, WA relies on a key local Employer Partner, Elmora Hills with whom we have worked for over decades. They are facing a desperate situation recruiting C.N.A.'s and have the capacity to hire many more C.N.A.'s than this grant will produce. (See attached letter from Elmora Hills). This activity prepares participants to gain a job as a Certified Nursing Assistant in Long Term Care, an entry level position in an industry with longer-term labor market demand as it is one of the top 2 industries expected to create the most jobs between 2010 and 2020, according to the "(Union) County Community Fact Book, January 2013" (Projected Employment Change by Industry)". Workforce Advantage (WA) continues to carry out this program in partnership with major employers

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in our area, who provide their facilities for the clinical training/evaluation, externships, and hire all our graduates. In addition to hands-on practice in our health care labs, students also receive direct clinical experience in a work setting as part of this. We recognize our responsibility, as one of the largest providers, to support the Union County's goals of meeting/exceeding the 50% work participation rate for TANF customers and maximizing the number of individuals who can get/keep jobs and become self-sufficient. We continue to improve our clients' participation rate (retention in and completion of program activities), job placement (in positions that are consistent with their interests, skills and abilities), employment retention/advancement, through our innovations, the intensity of our client support and monitoring practices. Although the NJ DHSS CNA curriculum is only 90 hours, we offer a full course activity (5 months/2 semesters) to enhance our client's skills/employability and ensure successful job search. This additional time is essential to assure the program's historically successful job placement and client participation rate.

After completion of the 90 hr. CNA Curriculum, (which does not impact the integrity of the state-mandated training), while completing testing and awaiting licensing (a requirement for employment), clients participate in additional training to gain both CPR Certification, and, if they choose, the Home Health Aide license at no additional cost to the County. We believe this is critical for several reasons: 1.) As clients are now allowed a single Occupational Training activity throughout their lifetime, their decision is more impactful. This program provides the same net result as multiple occupational training activities 2.) It differentiates our clients as job seekers, providing exponentially greater employment opportunities, including jobs with more flexible work schedules and greater income potential. 3.) We achieve greater customer engagement and focus, by connecting our clients to a full array of support services. By removing barriers and lessening distractions, we are better able to ensure their successful completion of the program and preparedness for the work force. As needed, our clients can participate in externships and/or improve their Basic Skills, Language Proficiency and Life Skills to better prepare them for success, at no additional cost to the County. We will leverage other funding sources we have available.

The program builds on the Pre-Occupational: Health Careers Program, preparing individuals to pass the test administered by the NJ DHSS. Participants attend classroom training and clinical experience (at a partner's site), acquiring the basic knowledge/skills needed to care for residents in long-term care facilities. Participants must successfully complete the State approved training program before registering to take the Skills Evaluation and Written Examination.

The program is a full 90-hour CNA training program comprised of the C.N.A. technical curriculum approved by the NJ Dept. of Health and Senior Services, taught by a licensed RN, BSN. (Schedule of approved classes is attached). Upon completion of the CNA training and while waiting for their license, the program provides additional training for the CPR Certification; test preparation support; externships; job search and Life/Work Maturity Skills training. We further encourage our clients to acquire their HHA License as part of this program. We ensure that our participants are prepared to pass their state examination; have an exponentially better chance of successfully interviewing and attaining/ retaining employment advancement and career opportunities; have the greatest chance of success and achieve self-sufficiency within a single Occupational Training. Clinical skills and written material are reinforced to assure success on the tests. For those participants whose barriers include a lack of literacy (ABE or ESL) skills, WA offers additional services/training at no cost to the County even after job placement to assure job retention and career advancement.

During Job Search, participants target our list of Nursing Homes and senior centers, while waiting for the approval from the NJ DHSS. Concurrently, participants reinforce the skills they have learned

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during the CNA training. A class coach model, pairs new students with more advanced ones in a support and coaching environment which helps the more fully trained students reinforce what they have learned while providing additional support to the more junior students. As students are fully engaged in enhancement/enrichment activities, they are, as has been noted by the employers who hire them, significantly more prepared for success in the work environment. In Elizabeth Elmora Hills Healthcare & Rehabilitation Center, Amber Court of Elizabeth and Elizabeth Nursing & Rehab Center, and in Edison Sunrise Senior Living hire most of our graduates, a testament to the quality of training and the caliber of our graduates. Letter of Commitment from Elmora Hills is attached to this proposal). Technology is key to our program. WA has two clinical labs, approved by the New Jersey DHSS, that simulate a hospital environment, including hospital beds, curtains, mannequin, wheelchair, etc. Participants practice using the latest equipment. WA recognizes that computer and technology skills are fundamental life skills in today's world. The WA schools provide students with access to computers in the job search labs for use at the end of the program.

Internet and Computing Core Certification (IC3)

IC3 is the first globally accepted, standards-based, validated certification program for basic computing skills and is often the first certification individuals pursue to show competence in computer skills. Becoming IC3 certified demonstrates that you possess the knowledge required for the essential use of computer hardware, software, and the Internet.

IC3 provides core skills and knowledge necessary to use key computer applications and the Internet. This Certificate gives a resume-building standard certification as proof of successful completion of the program. It also provides the foundation necessary to further enhance productivity and marketability with other desktop application-specific certifications. It gives individuals confidence and security in being part of today's "digital world" and it's recognized by ACE's College Credit (See Attachment).

The **IC3** is short for **Internet Computing Core Certification**. IC3 helps you learn and demonstrate Internet and digital literacy through a worldwide industry standard. To become IC3 certified, you must pass the following three exams.

Computing Fundamentals: Computer Hardware/ Computer Software/ Using an Operating System

Key Applications: Common Program Functions/ Word Processing Functions/ Spreadsheet Functions Presentation Software Functions.

Living Online: Networks and the Internet/ Electronic Mail/ Using the Internet/ The Impact of Computing and the Internet on Society.

WA sites are **Official Testing Centers** along with **Certiport**, where participants can conveniently take their certification exams. WA is also authorized to provide the Certification testing remotely. This certification is in the LWD list of demand occupations/skills (see attachment). Also, you can see the list of the Benchmarks in the attachments.

❖ Across all CWEP/AWEP Programs:

Special Staff: Our WE Coordinator is critical to this program. In addition to the primary role of support to both the client and CWEP site operator, the WE Coordinator is responsible for ensuring that we have readily available WE opportunities that are appropriate to our client base and that the flow of the overall program is effective and efficient. More specifically, the WE Coordinator provides:

- **Client Support:** The WE Coordinator *interviews* each client individually, documenting the client profile, administering the comprehensive assessment and TABE test; *selects* an appropriate CWEP site for each client, assuring proper client placement by personally contacting the selected sites and facilitating the initial placement process; *orients* the client to the work site and the

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commitment, explaining their schedule and the CWEP agreement that the client signs; and counsels the client as needed, meeting after job interviews to review job search results.

- Placement Support: The WE Coordinator maintains ongoing communication with the site managers to facilitate client flow and successful placements; acts as a liaison for the site when client conflicts occur; arranges for the clients to leave the site periodically to actively search for employment; and acts as a liaison between clients and their case manager to ensure uninterrupted client flow (e.g.: problem with transportation, child care etc.)
- CWEP Site Development: The WE Coordinator identifies contacts and develops new WE site in Union County and provides outreach to all existing sites to update and refine placement information
- Program Oversight and record keeping: The WE Coordinator collects and reviews attendance forms and progress reports; maintains e-time sheets on a weekly basis; reports site placements and terminations to Employment Services; and maintains an accurate listing of individual clients currently placed in CWEP.

Across all Programs:

Program Operations/Hours: Instruction is provided at the WA School located at 49 Broad Street in Elizabeth, NJ. Standard hours are:

INSTRUCTIONAL:	2:00 p.m. to 5:00 p.m.	or	9:00a.m. to 12:00p.m.
WE:	9:00 a.m. to 1:00 p.m.	or	1:00p.m. to 5:00p.m.

Training can also be offered after 5:00 p.m. Our centers operate from 9:00 am to 9:00 p.m.

Monday through Friday and Saturday 9:30 am - 2:30 p.m.

In coordination with the employer, WA also provides additional training, counseling and follow up for job retention and advancement purposes. Clients are encouraged to come back to our centers for counseling, additional training and to use our facilities/equipment. For those facing language barriers that prevent them from passing employer assessment tests, we offer the option to enroll in our ESL program. **Job Development Activities**: WA Job Developers and WE Coordinators actively track labor market trends and seek out new employers. We maintain contact with Chambers of Commerce and other business organizations to identify potential new employers and stay abreast of local business needs and trends. The Job Developer contacts employers to introduce our programs and explains the support that we can provide. The Job Developer provides value-added service to employers with assistance/information pertaining to tax incentives such as Employment Opportunities Credit (EOC) and Work Opportunities Tax Credit (WOTC). As an approved NJLWD provider, WA offers Customized training to the employer's whole workforce. We provide ongoing support to Employers with whom participants have been placed. They are contacted as frequently as necessary to provide the required support to the participant and/or the employer. Finally, WA is committed to participating in the One-Stop MLS process. Job Developers have access to all job orders developed by the One Stop and collaborate with Job Developers from other agencies and the One-Stop. WA uses LWD **NJ Careers Connection** platform as a fundamental tool.

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➤ **SCALE Budget**

➤ **SCALE BUDGET**

PROPOSAL SUMMARY BUDGET PAGE

AGENCY NAME: International Communication Solutions, Inc. DBA Workforce Advantage

TANF

- ☒ Job Search
☒ Community Work Experience Program
☒ CWEP Transitional
☒ CWEP + Education Directly Related to Employment
☒ CWEP + Job Skills Directly Related to Employment
☐ CWEP + Satisfactory School Attendance-Cert. of General Equiv.
☒ OTHER

GA/SNAP

- ☒ Job Readiness/Life Skills
☒ Community Work Experience Program
☒ CWEP Transitional
☒ CWEP combined ABE, HSE, ESL
☒ OTHER

AREA SERVED

- ☒ Eastern Union County ☐ Western Union County

B. FUNDING SUMMARY

EMPLOYMENT DIRECTED ACTIVITIES	Benchmark fee	Requested Funding			
		East	LOS	West	LOS
<u>TANF</u>					
Job Search	\$ 600.00	\$7,200	12		
Community Work Experience Program	\$ 2,400.00	\$72,000	30		
CWEP Transitional	\$ 800.00	\$24,000	30		
CWEP + Education Directly Related to Employment	\$ 2,250.00	\$67,500	30		
CWEP+ Job Skills Directly Related to Employment	\$ 2,250.00	\$45,000	20		
CWEP + Satisfactory School Attendance Cert. of General Equiv.	\$ 2,250.00	\$0	0		
Other C.N.A	\$ 3,200.00	\$16,000	5		
Other IC3	\$ 3,600.00	\$18,000	5		
<u>GA/SNAP</u>					
Job Readiness/Life Skills	\$ 600.00	\$9,000	15		
Community Work Experience Program	\$ 2,400.00	\$48,000	20		
CWEP Transitional	\$ 800.00	\$32,000	40		
CWEP combined ABE, HSE and ESL	\$ 2,250.00	\$33,750	15		
Other C.N.A	\$ 3,200.00	\$16,000	5		
Other IC3	\$ 3,600.00	\$18,000	5		
Placement and Retention Benchmarks					
Placement in Unsubsidized Employment	\$ 750.00	\$7,500	10		
Retention- 90 days	\$ 500.00	\$2,500	5		
TABE Testing Services	\$ 50.00	\$5,000	100		
TOTAL REQUESTED FUNDING		\$421,450			

In the "Requestd Funding Columns" please indicate the amount of funding requested per each activity / by geographical area. The total requested funding will be the basis for the Micro-Block Grant.



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5/28/2020

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Status: List By: Program Name: Provider Name: Display Results:

Returned 19 results...

Program Name	CJP Code	Provider Name	Status	Submitted By	Last Updated	Actions
AWEP/ABE 1/1/0001	320109	Workforce Advantage - Elizabeth - PCS	Approved 1/1/0001	Yunia Labaut	1/9/2018	edit delete generate PDF
AWEP/ESL 5/2/2017	320109	Workforce Advantage - Elizabeth - PCS	Approved 5/2/2017	Yunia Labaut	1/9/2018	edit delete generate PDF
Basic Skills For the Workplace 8/29/2001	320101	Workforce Advantage - Elizabeth - PCS	Approved 4/18/2006	Yunia Labaut	1/9/2018	edit delete generate PDF
Certified Nurse Aide 8/4/2009	513902	Workforce Advantage - Elizabeth - PCS	Approved 1/18/2017	Julio L. Sabater	1/9/2018	edit delete generate PDF
Certified Security Officer/ABE 12/9/2011	430109	Workforce Advantage - Elizabeth - PCS	Suspend 1/9/2018	Julio L. Sabater	11/16/2016	edit delete generate PDF
Computer Operations 8/29/2001	520407	Workforce Advantage - Elizabeth - PCS	Suspend 4/12/2019	Julio L. Sabater	4/12/2019	edit delete generate PDF
Computer Operations (Pre-Occupational) 4/18/2006	110601	Workforce Advantage - Elizabeth - PCS	Suspend 4/12/2019	Julio L. Sabater	4/7/2016	edit delete generate PDF
Extended Occupational ESL 4/18/2006	320109	Workforce Advantage - Elizabeth - PCS	Approved 4/15/2019	Yunia Labaut	4/15/2019	edit delete generate PDF
Home Health Aide/Life Skills 1/18/2017	512602	Workforce Advantage - Elizabeth - PCS	Suspend 4/12/2019	Julio L. Sabater	4/12/2019	edit delete generate PDF
IC3 Digital Literacy 11/26/2019	520407	Workforce Advantage - Elizabeth - PCS	Approved 11/26/2019	Yunia Labaut	11/26/2019	edit delete generate PDF
Job Readiness 6/19/2002	320105	Workforce Advantage - Elizabeth - PCS	Approved 11/9/2017	Yunia Labaut	1/9/2018	edit delete generate PDF
Microsoft Office Specialist 11/26/2019	520401	Workforce Advantage - Elizabeth - PCS	Approved 11/26/2019	Yunia Labaut	11/26/2019	edit delete generate PDF
Multimedia Citizen Journalism 1/10/2013	090900	Workforce Advantage - Elizabeth - PCS	Suspend 1/9/2018	Julio L. Sabater	1/10/2013	edit delete generate PDF
Occupational ESL 8/29/2001	320109	Workforce Advantage - Elizabeth - PCS	Approved 4/18/2006	Yunia Labaut	5/2/2017	edit delete generate PDF
Occupational ESL-Computer Operations 10/10/2003	320109	Workforce Advantage - Elizabeth - PCS	Approved 4/15/2019	Yunia Labaut	4/15/2019	edit delete generate PDF
Office Technology and WP 8/29/2001	520407	Workforce Advantage - Elizabeth - PCS	Suspend 12/16/2010	Julio L. Sabater	11/16/2016	edit delete generate PDF
Office Technology/Data Processing 8/29/2001	110301	Workforce Advantage - Elizabeth - PCS	Suspend 1/1/0001	Julio L. Sabater	8/18/2004	edit delete generate PDF
Office Technology/Receptionist 8/29/2001	520406	Workforce Advantage - Elizabeth - PCS	Suspend 1/1/0001	Julio L. Sabater	8/23/2001	edit delete generate PDF
Office Technology/WP 8/29/2001	520408	Workforce Advantage - Elizabeth - PCS	Suspend 12/16/2010	Julio L. Sabater	8/23/2001	edit delete generate PDF

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State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF RESEARCH AND INFORMATION
CENTER FOR OCCUPATIONAL EMPLOYMENT
INFORMATION (COEI)
TRAINING EVALUATION UNIT
PO BOX 057
TRENTON, NJ 08625-0057

PHILIP D. MURPHY
Governor

ROBERT ASARO-ANGELO
Commissioner

SHEILA Y. OLIVER
Lieutenant Governor

June 3, 2019

Ms. Yunia Labaut
Director
International Communication Solutions
T/A Workforce Advantage
49 Broad Street, 2nd Floor
Elizabeth, New Jersey 07201

Dear Ms. Labaut:

The New Jersey Commissioner of Education and the New Jersey Commissioner of Labor and Workforce Development have issued the enclosed renewal Certificate of Approval for the Private Career School, International Communication Solutions T/A Workforce Advantage located at 49 Broad Street, 2nd Floor, Elizabeth, New Jersey 07201 for the period of September 1, 2019 through August 31, 2021, as per the rules of the New Jersey Administrative Codes (NJAC 6A:19-7.1 et seq. and NJAC 12:41-1.1 et seq.) for the registration and regulation of private career schools. The school shall display this Certificate of Approval in a public place within the approved location.

As a reminder, it is the school's responsibility to submit required documents to the appropriate state agency a minimum of sixty (60) days in advance of the following actions in order to facilitate the required approvals:

Department of Education: change in school ownership, new and revised programs, hiring of new staff and change in director(s)

Department of Labor and Workforce Development: change in school ownership, school name or school location; additional school site; change in tuition, fees, insurance or any change in the status of the tuition performance bond

Each private career school is required to submit an application for renewal of its Certificate of Approval ninety (90) days prior to the expiration date on its current certificate. Failure to submit a renewal application in a timely manner may result in lapse of the school's approval status and may require the school to submit an application as a new school. The renewal application contains important changes and

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should be reviewed carefully prior to submission. The application can be downloaded at <http://lwd.dol.state.nj.us/labor/lwdhome/coei/teu.html>.

For additional information regarding the application process, please contact the Department of Labor and Workforce Development, Center for Occupational Employment Information, Training Evaluation Unit (TEU) via email at njtopps@dol.nj.gov, or the Department of Education's Postsecondary Private Career School Unit via email at privatecareerschools@doe.nj.gov.

In accordance with N.J.A.C. 12:41-3.2, each private career school shall submit an annual report to the Department of Labor and Workforce Development's Training Evaluation Unit (TEU) and may be required to submit additional reports on a more frequent basis. As such, all private career schools must be listed on the Eligible Training Provider List (ETPL) website (www.njtopps.com) and must complete mandated quarterly and annual reports in accord with Department policy.

Thank you for your continued support of private career school education.

Sincerely,



Patricia Davis
Chief

c: PCS/DOE
L. Hirsch
M. Edwards
C. Vail
E. Pierre
H. Miller
NJTOPPS
J. Jacobson
G. Finn
J. Leone

COUNTY OF UNION
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➤ **SECTION 5. GOALS & OBJECTIVES OF EACH PROPOSED PROGRAM**

The **overall goal** of our programs is to provide the comprehensive services needed by our target populations to overcome their individual employment barriers and acquire the skills they need to reach their personal employment goals and follow a career path to achieve self-sufficiency.

Enrollment/Engagement and Completion: Across all our programs, we are able to ensure that, at minimum, 50% of clients referred from UCDS and the One-Stop will be enrolled, remain engaged and complete the program, because we have developed, tested and successfully implemented effective strategies for working with even the most challenging clients including those that are close to reaching their time limits on public assistance. These strategies are:

- **Pre-program Outreach:** Prior to the program start date, WA Staff has an "Orientation call" with each client review program requirements, schedule, etc. and identify any barrier to participation (such as, childcare and transportation issues, etc.). We assist the client in addressing/resolving these situations by making proper referrals and advocating for the client. The Director then follows up by sending a Welcome Letter which confirms what was discussed in the orientation call and invites the client to visit our site for further orientation. Finally, just days prior to program start, there is a Follow up call to again ensure their attendance on the coming Monday. If the client doesn't attend by the 3rd day, WA tries to contact the client by phone to encourage attendance and/or address any issue the client is facing. If the client does not show the next day, the client is reported to the case-manager as a "no show".
- **A Comprehensive Assessment Process** that clearly profiles the participant identifies barriers, educational level, transferable skills and employment goals.
- **Supportive Training Techniques:** The curriculum incorporates essential competencies required for employment, retention and advancement in a career path to self-sufficiency. Our contextual learning approach ensures that clients develop skills while engaged in job-related contexts and job seeking activities. Our overall approach incorporates Adult Core Curriculum Standards which define the capabilities needed for adults to "carry out their roles and responsibilities as workers, parents and family members, citizens, and community members".
- **Weekly Team Meetings:** Every week, our professional service delivery team confers on individual client cases to review plans and if required implement new strategies.

Program Specific Goals and Objectives:

➤ **Job Search (TANF), Job Readiness/Life Skills (GA/SNAP)**

The **Job Search and Job Readiness** Programs specifically provide the assessment, support, counseling, instruction and job readiness activities necessary to help participants gain and retain full-time employment.

The goal of this program is to continue *our high participation rate in the program*, reaching above 20% placement. Our specific objectives for the Job Search program are as follows:

- 100% clients will be assessed and enrolled
- 90 % will successfully complete the Job Search, instruction, and job readiness activities in the IRP.
- a minimum of 50% will be placed in unsubsidized employment and retain it beyond 90 days

20% Placement Rate: For our Job Search and Job Readiness programs, we are able to achieve the placement rate because, again, we have developed, tested and successfully implemented effective

<p style="text-align: center;">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

strategies for working with even the most challenging clients including those that are close to reaching their time limits on public assistance. In addition to the aforementioned strategies that enable us to ensure enrollment, engagement and program completion, our placement-specific strategies are

- **Strong partnerships with employers** that hire our participants. They commit to hire some of our participants before they go to the interview to avoid sending them just to fill out applications.
- **Professional Job Developers** who are effective at ensuring placement and retention. They have the tools which enable them look for Job Orders that are the most appropriate for this population's employment goals, language skills and barriers.
- **Structured activities** in which participants are involved at all times while in the job search labs. They are consistently involved with calling our network of employers.
- **Interview Preparation**: As appropriate, clients participate in interview preparation to ensure readiness.
- **Peer support networks**, in which participants share telephone numbers, job orders, their experience after an interview, etc.

Participants are placed in many different employment situations including: Wakefern (warehouse stock clerk, picker, packer, etc.); New Hope Daycare (Teacher's assistant), Gate Gourmet (food preparation); many retail employers including Toys R Us and Jersey Gardens Mall (stock clerk, customer service, etc.), as well as numerous vendors serving Liberty International Airport (food preparation, cleaning, etc.)

➤ **Community Work Experience Program, CWEP Transitional (TANF, GA/SNAP)**

The **CWEP** Programs specifically provide participants, not otherwise able to obtain employment with work and work experience where they acquire general skills, training, knowledge and work habits in order to improve their employability and ultimately result in full-time unsubsidized employment. The goal of this program is:

- to continue enrolling 70% of our referrals and,
- Based on past performance, ensure that a minimum of 75% of clients enrolled remain engaged and complete the program.

In addition, where clients are work-ready, WA also has a goal of placing clients in full-time unsubsidized employment. Participants are placed in many different employment situations including: Wakefern (warehouse stock clerk, picker, packer, etc.); New Hope Daycare (Teacher's assistant), Gate Gourmet (food preparation); many retail employers including Toys R Us and Jersey Gardens Mall (stock clerk, customer service, etc.), as well as numerous vendors serving Liberty International Airport (food preparation, cleaning, etc.)

CWEP + ESL TANF, Alternative Work Experience Program (GA/SNAP)

The **AWEP and CWEP + ESL** Programs specifically provide participants, not otherwise able to obtain employment, with ESL instruction and work experience where they acquire the essential English Communication skills (including reading and writing), in addition to contextually acquiring general workplace skills, training, knowledge and work habits in order to improve their employability and ultimately result in full-time unsubsidized employment. The goal of this program is:

- to continue enrolling 70% of our referrals and,
- Based on past performance, ensure that a minimum of 75% of clients enrolled remain engaged and complete the program.

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In addition, where clients are work-ready, WA also has a goal of placing clients in full-time unsubsidized employment. Participants are placed in many different employment situations including: Wakefern (warehouse stock clerk, picker, packer, etc.); New Hope Daycare (Teacher's assistant), Gate Gourmet (food preparation); many retail employers including Toys R Us and Jersey Gardens Mall (stock clerk, customer service, etc.), as well as numerous vendors serving Liberty International Airport (food preparation, cleaning, etc.)

Employment Preparation Services

C.N.A provides a secured entry-level position in a career pathway in the growing Health Sector to job ready clients. **We have guaranteed employment to 100% of our graduates primarily among our employer partners:** In Elizabeth Elmora Hills Healthcare & Rehabilitation Center, Amber Court of Elizabeth and Elizabeth Nursing & Rehab Center, and in Edison Sunrise Senior Living hire most of our graduates, a testament to the quality of training and the caliber of our graduates. Letter of Commitment from Elmora Hills is attached to this proposal.

IC3 provides a secured entry-level position in a career pathway in multiple growing Industry Sector to job ready clients. Computers are a part of nearly every academic discipline and almost every job. In fact, in both academia and the workplace, basic skills in computer and Internet use are considered prerequisites to acceptance or employment. As a result, the need for a standard for measuring basic computer literacy has become increasingly apparent. IC3 addresses this market need by delivering a global certification as validation for these computing credentials. Certified participant will have an advantage competing in the workforce in our regional growing Economic Sectors.

➤ SECTION 6. PROGRAM SUPERVISION

As identified on the organization chart in Section 1, Julio Sabater is President/CEO. Fiscal oversight is maintained from our corporate office by CFO, Laura Garza, with financial assistants (accounts receivable and accounts payable). WA maintains 3 schools (in 3 counties), and has plans to reopen one more in Newark, NJ. Local management is assigned to a Site/County Director, who reports to the CEO. Directors are responsible for oversight of the programs/ projects that are offered in their jurisdiction. All staff (recruiters, job developer/case managers, instructors and student support) report to the Directors.

➤ SECTION 7. PROGRAM EVALUATION

The Program Supervision structure discussed above ensures that the program is being implemented as planned and employs the monitoring strategies and techniques discussed below. The management continually looks to implement quality improvements whenever possible.

The **measurable goals for satisfactory participant outcomes** in the programs are: 1.) 30 hours per week participation and cooperation in their job search activities, attendance and performance in the job interviews; 2.) successful progress in ESL instruction and CWEP site; 3.) successfully maintaining the CWEP position; 4.) successfully gaining employment and 5.) Adherence to the policies of the school, in particular those related to conduct, absences, class cuts and tardiness.

Where a client is performing unsatisfactorily, at the discretion of the Director, s/he may receive individualized attention/counseling and/or be moved to another group to spend the necessary time with

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additional practice. In cases of acute learning impediments, clients are referred to the case manager for appropriate action. **Probation** is the last resort for lack of cooperation/progress after repeated intervention. If the reason for probation persists, **termination** may occur. WA follows up with case managers, providing feedback. WA believes that responsibility is nurtured when consequences are attached to an individual's unacceptable actions

WA maintains an individual file containing all pertinent information for each client enrolled. The file contains, at minimum, referral form, attendance records, intake/enrollment form, updated customer resume, progress notes, performance evaluations, employment/retention information and termination forms. Records for all activities (attendance, grades, placements, etc.) are stored in our MIS systems described in Section 8.

Monitoring Procedures: The following process measures are in place throughout all of our programs:

- **Daily Attendance:** Each client must sign in/out on the group *sign-in sheet* each day they attend the activity, including any additional hours they remain at the site working on assignments (**Com. Time or Homework Time Credits**). The instructor monitors individual client's attendance/signature and record them daily in the group roster. The Director makes daily tours of the classrooms to monitor attendance/signatures. All client time is entered weekly in the e-time sheet. Clients are expected to call the school when they are absent just as in a job. The secretary contacts those who do not call to inquire about the reasons for the absence and the failure to call to be excused. A report is submitted to the case-manager and Director who develops an action plan for those with more than 2 consecutive unexcused absences. The Director interviews the client individually to discuss lack of compliance, implements action plans and documents it in the student folder.
- **Course Grades:** Clients are tested at program outset; posttests are administered at the end of modules.
- **Teacher's Progress Notes:** Instructors and Job Developers report participants' progress against program competencies and their IRP; review strengths/weaknesses, assessment/test results (where applicable), etc. Progress Notes are discussed with the Director. If required, the Director may further discuss a problem with an individual participant. The Notes are filed in the student folder, accessible to the Job Developer for purposes of job placement, retention or advancement.
- **Weekly Team and Job Placement Meetings:** Instructors, Job Developers, and Directors meet to identify *at-risk students and placements*; develop action plans to address their barriers and monitor their progress closely. The Job Search Control Sheet, Job Search/Placement Reports and Summary Job Placement Report are analyzed. They review job development strategies, share best practices, placement data, employer contacts, etc. Job placement performance is evaluated; hard to serve clients are identified; employment barriers discussed, and action plans developed/monitored. These *team meetings* are crucial monitoring processes responsible for our high retention rates in classroom training, WE and Job Placement.

➤ SECTION 8. MANAGEMENT CAPABILITY

As described above, WA's schools and corporate offices are connected to a network through a high-speed data link. The following tools/MIS track customer activities and results:

- MS-Outlook is used to organize and coordinate the tasks, calendars and events.
- WA's MIS System captures all relevant student data and outcomes (including but not limited to those mentioned above); provides customized reports and a numerical measurement system to evaluate performance. WA uses 2 complementary systems administered in the Corporate Office, assuring

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accuracy.

- **Voucher Control System:** an excel database tracking enrollment, status, placement dates, and vouchers.
- **Participant's Database (LACES):** Industry-standard application designed to track information/statistics for programs such as this. The system allows ready access to real-time detail information about an individual or a group via screen or report. The Director, management team and designated staff can track enrollments, participant information, attendance, grades, status, reasons for termination, detailed employment information (occupation, wages, retention data, etc.). Any report requested by the UC DHS can be executed because all LOS and outcome information is electronically available in the system.

All Databases are secured for confidentiality purposes with access restricted only to the information required by staff to perform the job. To assure fiscal accountability, WA and its Public Accountant use Quick Books. For this Grant, WA has created a dedicated account ledger in Quick Books to record receipts/disbursements. All purchases are generated by purchase orders authorized by the fiscal officer. ADP handles all payroll responsibilities. Laura Garza, WA's comptroller has fiscal authority/oversight. Our Public Accounting Firm, Suplee, Clooney and Company (Westfield, NJ) includes this grant in its annual single audit, which is submitted to the County.

➤ **SECTION 9. GRANT PERSONNEL QUALIFICATIONS**

Under the oversight of Julio Sabater (CEO/President) and with fiscal oversight by Laura Garza (CFO), the staff on this project will have the following qualifications. The name of the person assigned to each role for this project appears in parentheses next to the job title.

- Acting School Director (Yunia Cedeno): Staff must have a high school diploma (or equivalent) and be bilingual; have good organizational/inter-personal skills and be proficient in Microsoft Office products, reporting skills.
- WE Coordinator (Justeani Valdez): 1-year experience in Sales/ Marketing and counseling; good organizational, inter-personal skills; experience with the economically disadvantaged.
- Job Developer (Harold Coral): 1-year experience in Sales/ Marketing and counseling; good organizational, inter-personal skills; experience with the economically disadvantaged.
- Nurse Instructor 2 Years' Experience working in a Nursing Home, must be RN or LPN, have approval form New Jersey Department of Health and Senior Services for C.N.A and the Board of Nursing for HHA.
- ESL Instructor: B.A.; a minimum of twelve College credits in Education; one year of experience in Adult Education and experience working with the economically disadvantaged.
- IC3 Instructor: B.A or BS Have the IC3 and Microsoft Office Certification.
- Life Skills Instructor (TBA): B.A. (major in Psychology, Sociology, Social Work, Education or English); a minimum of twelve College credits in Education; one year of experience in Adult Education and experience working with the economically disadvantaged.
- Student Support Assistant (Ximena Arizaga): High school diploma (or equivalent) bilingual and have good organizational/inter-personal skills and be proficient in Microsoft products.
- Student Support Assistant - MIS (TBA): High school diploma (or equivalent); excellent communications/interpersonal skills; proficient in MS-Office, QuickBooks, specialized databases.
- Corporate Administrative Assistant (Veronica Abanto): High school diploma (or equivalent); excellent communications/interpersonal skills; proficient in MS-Office, QuickBooks, specialized databases.

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➤ **SECTION 10. SITE CLOSINGS / HOLIDAYS OBSERVED**

WA will only close on the ten (10) recognized holidays. However, in the case of unexpected closings (such as snow emergencies), WA is able to accommodate clients in a variety of ways to ensure that they fulfill required hours. Participants may make up time after regular hours; participate in job search and study activities via the Internet (from home); utilize our other facilities; or complete additional homework activities. In all cases, the results of these accommodations are closely monitored by our staff.

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day

➤ **SECTION 11. PARTNERSHIP / COORDINATION WITH INSTITUTIONS & ORGANIZATIONS**

In addition to working with the UC DHS in fulfilling services provided under the NJDOLWD, WorkFirst NJ programs, WA has received NJDOLWD (formerly NJ Department of Education) funding and successfully implemented both Adult Basic Skills and Integrated English Literacy/Civics Programs (in collaboration with Literacy Volunteers of Union County and the Elizabeth Public Library). As part of the "Project ABLE" consortium (with Union County College, Union County Vocational Technical School, Linden Adult School, Elizabeth Public Schools and LV-UC), WA has received funding for the past 10 years.

Mr. Julio Sabater, President/CEO, is founding member of the State Literacy Council on Adult Literacy and Education; a member of the Executive Committee of the State Employment and Training Commission (where he has served for over a decade); was a member of the Union County WIB and its Adult Literacy Committee; and a member of the Hudson County WIB Adult Literacy Committee. This background provides for a strong partnership with Union County One Stop, with which WA has a long collaborative relationship.

WA collaborates with the network of Social service agencies in the county to address participant's barriers to employment, such as, housing, day care, transportation, etc. including Community Coordinated Child Care, Temple Community Center (Child care), Salvation Army (Emergency Food Assistance), Dress for Success (Clothing assistance), PROCEED, Inc. (Substance Abuse program/HIV orientation) and YWCA (Domestic violence issues.) WA has been working with the US DHS for 29 years.

WA relies on a key local Employer Partners, such as, Elmora Hills Healthcare & Rehabilitation Center with whom we have worked for over decades. They are facing a desperate situation recruiting C.N.A's and have the capacity to hire many more C.N.A's than this grant will produce. (See attached letter from Elmora Hills/page 78). Besides Amber Court of Elizabeth and Elizabeth Nursing & Rehab Center, and in Edison Sunrise Senior Living hire most of our graduates, a testament to the quality of training and the caliber of our graduates.

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➤ **SECTION 12. REQUIRED DOCUMENTS AND CERTIFICATIONS – ATTACHMENT: C**

- a. STANDARD ASSURANCES
- b. GENERAL PROVISIONS
- c. REQUEST FOR PROPOSAL: ASSURANCES
- d. ORGANIZATIONAL REFERENCES
- e. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- f. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS
- g. INSTRUCTION FOR CERTIFICATION
- h. AFFIRMATIVE ACTION REQUIREMENT
- i. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
- j. AFFIDAVIT OF NO CONFLICT OF INTEREST
- k. NON-COLLUSION AFFIDAVIT
- l. AMERICANS WITH DISABILITY ACT
- m. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- n. CONFIDENTIALITY OF MATERIALS/DISCLOSURE OF INFORMATION
- o. STATEMENT OF OWNERSHIP DISCLOSURE

➤ ***Include Attachment: Year 2019 or most recent Audited Financial Statement.***

➤ ***Attachment: NRS ESL Functioning Level Table.***

➤ ***Insurance Certificate***

➤ **11.0 PROPOSAL COMPLIANCE ASSESSMENT**

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This form will be used by Union County Workforce Development Board staff for the initial compliance assessment prior to submitting the proposal to the Evaluation Committee for review. Respondents may wish to use it before submitting the proposal to ensure that all required documents have been submitted and all required elements have been addressed. Proposals found lacking any item or section thereof may not be considered for review.

Responsive proposal applications shall be submitted in the following manner:

- ☐ Cover Page
- ☐ Program Summary Budget Page – Attachment A
- ☐ Table of Contents
- ☐ Executive Summary
- ☐ Section 1: Agency Description
 - ☐ Organizational Chart
 - ☐ Agency's Current Board Membership List
 - ☐ Copy of New Jersey Business Registration Certificate
 - ☐ Proof of Non-Profit status
 - ☐ Current Fiscal Audit
- ☐ Section 2: History and Expertise in Each Proposed Program Area
- ☐ Section 3: Statement of Need
- ☐ Section 4: Program Description for Each of the Proposed Services
 - ☐ Scaled Budget-Program Summary –Attachment A
 - ☐ Training Program Certification: attach proof of NJLWD Eligible Training Provider listing
- ☐ Section 5: Goals and Objectives of Each Proposed Program
- ☐ Section 6: Program Supervision
- ☐ Section 7: Program Evaluation
- ☐ Section 8: Management Capability
- ☐ Section 9: Grant Personnel Qualifications
- ☐ Section 10: Site Closings / Holidays Observed
- ☐ Section 11: Partnership / Coordination with Institutions and Organizations
- ☐ Section 12: REQUIRED DOCUMENTS AND CERTIFICATIONS
 - A. Standard Assurances
 - B. General Provisions
 - C. Request For Proposal: Assurances
 - D. Organizational References
 - E. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions
 - F. Certification Regarding Lobbying For Contracts, Grants, Loans And Cooperative Agreements
 - G. Instruction For Certification
 - H. Affirmative Action Requirement
 - I. Mandatory Equal Employment Opportunity Language
 - J. Affidavit Of No Conflict Of Interest
 - K. Non-Collusion Affidavit
 - L. Americans With Disability Act
 - M. Disclosure Of Investment Activities In Iran
 - N. Confidentiality Of Materials/Disclosure Of Information
 - O. Statement Of Ownership Disclosure

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STANDARD ASSURANCES AND CERTIFICATIONS

STANDARD ASSURANCES AND CERTIFICATIONS

The Union County Workforce Development Board will not award a grant where the Applicant or Sub-Recipient has failed to accept this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions contained herein. In performing its responsibilities under this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, the Applicant or Sub-Recipient hereby certifies and assures that it will fully comply with the following:

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

By signing this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, the Applicant or Sub-Recipient is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the Applicant or Sub-Recipient, I certify that the Applicant or Sub-Recipient:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the

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Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction 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 (Executive Order) 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) protection of wetlands pursuant to Executive Order 11990; (d) evaluation of flood hazards in flood plains in accordance with Executive Order 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), Executive Order 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.

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- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, the Applicant or Sub-Recipient must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, subgrant will be made by the Applicant or Sub-Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.
- T) Will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).
- U) Will comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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.

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

3) CERTIFICATION REGARDING LOBBYING

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

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

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient'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 Applicant or Sub-Recipient's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and

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- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

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

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.

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- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any Workforce Innovation and Opportunity Act Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CODE OF FEDERAL REGULATIONS, PART 200)

As a condition to the award of any grant funds administered by the Union County Workforce Development Board—including, but not limited to, Workforce Innovation and Opportunity Act (WIOA), WorkFirst New Jersey (WFNJ); Temporary Assistance to Needy Families (TANF), General Assistance (GA), Supplemental Nutrition Assistance Program (SNAP), and Workforce Learning Link (WLL)—the Applicant or Sub-Recipient certifies and assures that it will fully abide by 2 Code of Federal Regulations Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7) UNION COUNTY WORKFORCE DEVELOPMENT BOARD POLICY AND PROCEDURAL ASSURANCES AND CERTIFICATIONS

As a condition to the award of any grant funds administered by the Union County Workforce Development Board—and in performing its responsibilities as required by this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions—the Applicant or Sub-Recipient hereby certifies and assures that it will fully comply with all of the policies, procedures, directives and guidance of the Union County Workforce Development Board; The Applicant or Sub-Recipient further certifies and assures that the Applicant or Sub-Recipient:

- A) Is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Scope of Work as outlined in the Request for Proposal and in this Agreement.
- B) Will maintain an operating reserve balance to ensure the Applicant and/or Sub-Recipient has the ability to carry out the deliverables of the federal and/or state grant award as outlined in the Union County Workforce Development Board Strategic Plan, 2016-2020, and in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions.
- C) Will accumulate and maintain sufficient reserves—in its fiduciary capacity for prudent financial management—to accomplish the strategic objectives of the Union County Workforce Development Board, and the Workforce Innovation and Opportunity Act and/or WorkFirst New Jersey, and in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions.
- D) Will begin each fiscal year with operating reserves of no less than 10% of the annual operating revenue budget of the Applicant and/or Sub-Recipient and to maintain debt appropriate for sound financial management of the Applicant and/or Sub-Recipient.
- E) Will maintain a level of funds that can be used to minimize the impact associated with unexpected allocation reductions to the operating budget.
- F) Will create and maintain the financial ability to respond to unplanned events—such as a natural disaster and/or a shutdown in government operations at the federal and/or state level due to a lapse in appropriations—to keep the Applicant and/or Sub-Recipient operating.

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- G) Will match with non-federal in-kind funds a share of 10% of all costs submitted for vouchers on a monthly basis, to the Workforce Innovation and Opportunity Act and/or WorkFirst New Jersey grants.
- H) Will provide the Union County Workforce Development Board with independently audited Financial Statements in accordance with Generally Accepted Accounting Principles (GAAP), as a for-profit subrecipient, for the prior fiscal year.
- I) Will provide the Union County Workforce Development Board with independently audited Financial Statements in accordance with Financial Accounting Standards Board (FASB), standards for the reporting of nonprofit Financial Statements, for the prior fiscal year.
- J) Will provide the Union County Workforce Development Board with a certified copy of the Single Audit Report or independently audited Financial Statements for the prior fiscal year, on an annual basis.
- K) Will advise the Union County Workforce Development Board of any administrative findings and/or issues pertaining to non-compliance within 30 days of said notice. Corrective action to the administrative findings and/or non-compliance issues must be provided as well.
- L) Will apply all the standards, assurances, certifications, policies, procedures, directives, and performance reporting requirements delineated herein to all of the grant funds awarded by the Union County Workforce Development Board including, but not limited to, Workforce Innovation and Opportunity Act (WIOA), WorkFirst New Jersey—Temporary Assistance to Needy Families (TANF), General Assistance (GA), and Supplemental Nutrition Assistance Program (SNAP), and Workforce Learning Link (WLL).
- M) Will employ internal controls and financial management procedures to ensure that Workforce Innovation and Opportunity Act (WIOA) and WorkFirst New Jersey (WFNJ) funds are used in manner required by federal, state and county laws.
- N) Will manage, maintain and track budgeted-to-actual monthly expenses based on the contracted line-item budget and will provide said reports to the Union County Workforce Development Board.
- O) Will request a budget modification at least thirty days (30) prior to the need arising.
- P) Will not request reimbursement for expenses not in the approved line-item budget and not authorized through the budget modification procedure, pursuant to subsection 7 – O above.
- Q) Will notify the Union County Workforce Development Board of any liens or civil judgements against the applicant agency, its President, Executive Director, or Chief Executive Officer.
- R) Will comply with all Workforce Area Guidance Letters as ratified by the Union County Workforce Development Board, and any other policy directives communicated.
- S) Will submit all contracts, memoranda of understanding, vouchers, the standard assurances, certifications, general provisions—and modifications thereto—along with all supporting documentation printed on single-sided paper.
- T) Will provide verifiable quality services to participants so as to meet the goals, objectives and deliverables outlined in the Union County Workforce Development Board's Strategic Plan 2016-2020, and in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions.

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- U) Will participate in the relevant committees established by the Union County Workforce Development Board, including but not limited to, the Youth, Disability, Literacy, and American Job Center Committees.
- V) Will provide monthly reporting of performance data related to program elements for reportable individuals and participants and exited participants to the Union County Workforce Development Board and to the American Job Centers of Union County, consistent with the performance goals outlined in subsection 7X and 7Y below.
- W) Will provide follow-up services to exited program participants for up to twelve (12) months subsequent to being exited as a participant by the American Job Center.
- X) Will work diligently to achieve the performance goals approved by the United States Department of Labor, the United States Department of Education, and the New Jersey Department of Labor and Workforce Development for programs funded through the Workforce Innovation and Opportunity Act (WIOA)—Adult, Dislocated Workers, and Youth—and the WorkFirst New Jersey grants for Program Year 2018:
 - 1) Adult Employment Rate 2nd Quarter After Exit: 80.6% (PY 2018)
 - 2) Adult Employment Rate 4th Quarter After Exit: 67.5% (PY 2018)
 - 3) Adult Credential Attainment 4th Quarter After Exit: 50.1% (PY 2018)
 - 4) Adult Median Earnings 2nd Quarter After Exit: \$4,513 (PY 2018)
 - 5) Dislocated Worker Employment Rate 2nd Quarter After Exit: 81.7% (PY 2018)
 - 6) Dislocated Worker Employment Rate 4th Quarter After Exit: 66.5% (PY 2018)
 - 7) Dislocated Worker Credential Attainment 4th Quarter After Exit: 53.5% (PY 2018)
 - 8) Dislocated Worker Median Earnings 2nd Quarter After Exit: \$5,869 (PY 2018)
 - 9) Youth Employment Rate 2nd Quarter After Exit: 75.0% (PY 2018)
 - 10) Youth Employment Rate 4th Quarter After Exit: 40.0% (PY 2018)
 - 11) Youth Credential Attainment 4th Quarter After Exit: 74.0% (PY 2018)
 - 12) TANF Client Participation Rate: 50.0% (PY 2018)
- Y) Will work diligently to achieve the performance goals approved by the United States Department of Labor, the United States Department of Education, and the New Jersey Department of Labor and Workforce Development for programs funded through the Workforce Innovation and Opportunity Act (WIOA)—Adult, Dislocated Workers, and Youth—and the WorkFirst New Jersey grants for Program Year 2019:
 - 1) Adult Employment Rate 2nd Quarter After Exit: 81.3% (PY 2019)
 - 2) Adult Employment Rate 4th Quarter After Exit: 68.3% (PY 2019)
 - 3) Adult Credential Attainment 4th Quarter After Exit: 50.4% (PY 2019)
 - 4) Adult Median Earnings 2nd Quarter After Exit: \$4,713 (PY 2019)
 - 5) Dislocated Worker Employment Rate 2nd Quarter After Exit: 82.2% (PY 2019)
 - 6) Dislocated Worker Employment Rate 4th Quarter After Exit: 67.4% (PY 2019)
 - 7) Dislocated Worker Credential Attainment 4th Quarter After Exit: 54.0% (PY 2019)
 - 8) Dislocated Worker Median Earnings 2nd Quarter After Exit: \$5,969 (PY 2019)
 - 9) Youth Employment Rate 2nd Quarter After Exit: 76.0% (PY 2019)
 - 10) Youth Employment Rate 4th Quarter After Exit: 49.0% (PY 2019)
 - 11) Youth Credential Attainment 4th Quarter After Exit: 75.0% (PY 2019)
 - 12) TANF Client Participation Rate: 50.0% (PY 2019)
- Z) Will provide in-school and out-of-school youth, ages 16 to 24, with all the fourteen (14) program elements required under the Workforce Innovation and Opportunity Act (WIOA), or cause them to be provided through an authorized Partner agency and/or Sub-Sub-Recipient; will provide the required career guidance, supportive services, quality occupational, vocational or career training; will track and document participants' progress through the approved Individual Service Strategy form; and will provide the requisite follow-up services to exited program participants for up to twelve (12) months subsequent to being exited as a participant by the American Job Center.

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- AA) Will comply with all applicable labor and employment laws enacted in the State of New Jersey, and will display all corresponding posters required under the laws in locations easily visible to all employees, including but not limited to, the following Laws, Rules and Regulations:
- 1) Wage Payment Law (N.J.S.A. 34:11-4.1 et seq.)
 - 2) Wage and Hour Law (N.J.S.A. 34:11-56a et seq.)
 - 3) Wage Collection (N.J.S.A. 34:11:57 et seq.)
 - 4) Child Labor Laws (N.J.S.A. 34:2-21.1 et seq.) and (N.J.A.C. 12:58 et seq.)
 - 5) New Jersey Earned Sick Leave Law (N.J.S.A. 34:11d-1 et seq.)
 - 6) Family Leave Act (N.J.S.A. 34:11B-1 et seq.)
 - 7) Discrimination in Wages (N.J.S.A. 34:11-56.1 et seq.)
 - 8) Medical Examination Requested By Employer (N.J.S.A. 34:11-24.1 et seq.)
 - 9) Suspension, Revocation Of Certain Employer LICENSES (N.J.S.A. 34:1A-1.11 et. seq.)
 - 10) Notification By Employer Of Change In Health Benefits Plan (N.J.S.A. 34:11A-16 et. seq.) and (N.J.S.A. 17B:30-40)
 - 11) Lie Detector Test (N.J.S.A. 2C:40A-1 et seq.)
 - 12) Prohibited Job Advertisements (N.J.S.A. 34:8B-1 et seq.)
 - 13) Electronic Communication Devices (N.J.S.A. 34:6B-5 et seq.)
 - 14) Opportunity To Compete (N.J.S.A. 34:6B-11 et seq.)
 - 15) Conscientious Employee Protection Act (Whistleblower Act) (N.J.S.A. 34:19-1 – 34:19-8)
 - 16) Wage Payments (General Provisions; Violations; Fees And Penalties; Hearings) (N.J.A.C. 12:55 Subchapter 1)
 - 17) Payroll Deductions (N.J.A.C. 12:55 Subchapter 2)
 - 18) Wage Collection (General Provisions) (N.J.A.C. 12:61 Subchapter 1)
 - 19) Notification (N.J.A.C. 12:2)
 - 20) Notification Concerning Health Benefit Plans (N.J.A.C. 12:63)
 - 21) Prohibited Discrimination Against Unemployed Individuals (N.J.A.C. 12:67)
 - 22) Opportunity to Compete Act (N.J.A.C. 12:68)
- BB) Will request technical assistance, in writing, from the Union County Workforce Development Board should the need arise.
- CC) Pursuant to N.J.A.C. 17:44-2.2, the Applicant or Sub-Recipient shall maintain all documentation related to products, transactions, or services under this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, for a period of five (5) years from the date of final payment. Such records shall be made available to the Union County Workforce Development Board, and its authorized representatives, and to the New Jersey Office of the State Comptroller upon request.
- DD) Will submit any request for payment by submitting an authorized voucher form and by signing the **Claimant's Certification and Declaration**, which states: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

As the duly authorized representative of the Applicant or Sub-Recipient, I hereby certify and assure the Applicant or Sub-Recipient has read, understands and will comply with this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions. I further certify and assure that as the duly authorized representative, I retain the authority to accept federal and state funds including Workforce Innovation and Opportunity Act (WIOA), WorkFirst New Jersey (WFNJ): Temporary Assistance to Needy Families (TANF), General Assistance (GA), Supplemental Nutrition Assistance Program (SNAP), and/or Workforce Learning Link (WLL). I further certify and assure the Applicant and/or Sub-Recipient has the financial stability and financial reserves required to perform the services outlined in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, and will practice

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prudent financial management to accomplish the strategic objectives of the Union County Workforce Development Board, and the Workforce Innovation and Opportunity Act and/or WorkFirst New Jersey grants. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within the County of Union consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our agency, company or corporation agrees to follow, to be accountable for and to be responsive to the rules, laws, policies and plans developed by the federal, state, county governments, and the Union County Workforce Development Board, related to the federal and state funds included in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions and to require all Partners and/or Sub-Sub-Recipients under this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions to agree to same.

Julio L Sabater/President CEO

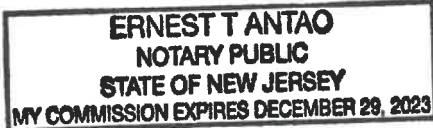
PRINT NAME & TITLE



SIGNATURE

June 1, 2020

DATE





ATTEST:

CORPORATE SEAL / NOTARY PUBLIC

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GENERAL PROVISIONS

DEFINITIONS

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

- **Grantor** is defined as the Union County Workforce Development Board, which is also referred to as Union County Workforce Development Board .
- **Applicant or Sub-Recipient** is defined as any entity in direct receipt of funds by written instrument from Union County Workforce Development Board .
- **Applicant or Sub-Recipient** is defined as any entity in receipt of funds from an Applicant or Sub-Recipient.
- **Agreement** refers to the contract with Union County Workforce Development Board, the General Provisions, and where applicable, the Standard Assurances and Certifications.
- **Program exit** is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- **Number served** is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - **Obligations** are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the Applicant or Sub-Recipient.
 - **Expenditures/outlays** are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and Applicant or Sub-Recipient. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the Applicant or Sub-Recipient for goods and other property received, for services performed by employees, contractors, Applicant or Sub-Recipient, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
 - **Administration** is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
 - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
 - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
 - General legal services
 - Goods and services used for administrative functions
 - Developing systems, including information systems, related to administrative functions
 - The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)
 -

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID Applicant or Sub-Recipient), the local grant recipient or

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subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- o **Accrued expenditures** are defined as the charges incurred by the Applicant or Sub-Recipient during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, Applicant or Sub-Recipient, subcontractors and other payees; and (3) other amounts becoming owed (by the Applicant or Sub-Recipient) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

Union County Workforce Development Board retains the right to examine all costs to determine appropriateness of the charge to a category. The Applicant or Sub-Recipient is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) COMPLIANCE WITH EXISTING LAWS

A) The Applicant or Sub-Recipient agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the Applicant or Sub-Recipient is engaged in performance of this agreement.

B) These laws, rules and regulations include, but are not limited to the following:

- 1) Federal Office of Management and Budget (OMB) documents:
<https://www.whitehouse.gov/omb/>
- 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
 - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: https://www.state.nj.us/infobank/circular/cir1508_omb.pdf.
 - (b) State Grant Compliance Supplement:
<https://www.state.nj.us/infobank/circular/circindx.htm>
- 3) State Affirmative Action Legal Citations: The Applicant or Sub-Recipient agrees to comply with and to require Applicant or Sub-Recipient to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

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

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

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

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2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The Applicant or Sub-Recipient agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WORKFORCE INNOVATION AND OPPORTUNITY ACT financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Applicant or Sub-Recipient also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

3) SPECIAL GRANT CONDITIONS FOR HIGH RISK APPLICANT OR SUB-RECIPIENT

- A) Applicant or Sub-Recipient may be considered high risk if Union County Workforce Development Board determines that Applicant or Sub-Recipient:
- 1) Has a history of unsatisfactory performance;
 - 2) Is not financially stable;
 - 3) Has a financial management system which does not meet the standards set forth in section 4;
 - 4) Has not conformed to terms and conditions of previous awards; and
 - 5) Is otherwise not responsible.
- B) When Union County Workforce Development Board determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
- 1) Payment on a reimbursement basis;
 - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 - 3) Requiring additional, more detailed financial reports;
 - 4) Additional project monitoring;
 - 5) Requiring the Applicant or Sub-Recipient to obtain technical or management assistance; and
 - 6) Establishing additional prior approvals.

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C) If Union County Workforce Development Board decides to impose such special conditions and/or restrictions, an official from the Union County Workforce Development Board will notify the Applicant or Sub-Recipient as soon as possible, in writing, of:

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

4) FINANCIAL MANAGEMENT SYSTEM

A) The Applicant or Sub-Recipient shall be responsible for maintaining an adequate financial management system and will immediately notify Union County Workforce Development Board when the Applicant or Sub-Recipient cannot comply with the requirements established in this section of the grant.

B) The Applicant or Sub-Recipient'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 Union County Workforce Development Board -supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The Applicant or Sub-Recipient 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 Union County Workforce Development Board ;

5) Allowable Costs:

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

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

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Procedures to minimize the time elapsing between the advance of funds from Union County Workforce Development Board and the disbursement by the Applicant or Sub-Recipient, whenever funds are advanced by Union County Workforce Development Board .

- C) Union County Workforce Development Board may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.
- D) Union County Workforce Development Board may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If Union County Workforce Development Board determines that the Applicant or Sub-Recipient's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by Union County Workforce Development Board upon written notice to the Applicant or Sub-Recipient, until such time as the system meets with Union County Workforce Development Board approval.
- E) Union County Workforce Development Board requires that the Applicant or Sub-Recipient develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The Applicant or Sub-Recipient shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient and Union County Workforce Development Board , 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.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and To-Work related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any Applicant or Sub-Recipient or Applicant or Sub-Recipient pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the Applicant or Sub-Recipient to provide documentation substantiating such cost. Union County Workforce Development Board retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

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Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Applicant or Sub-Recipient who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

Union County Workforce Development Board does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by Union County Workforce Development Board.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each Applicant or Sub-Recipient shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for Union County Workforce Development Board to review. Union County Workforce Development Board retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each Applicant or Sub-Recipient has the responsibility to ensure that its Applicant or Sub-Recipient, where appropriate, have similar documentation. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

Each Applicant or Sub-Recipient shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by Union County Workforce Development Board. Union County Workforce Development Board retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each Applicant or Sub-Recipient has the responsibility to ensure that its Applicant or Sub-Recipient, where appropriate, have similar documentation. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

Each Applicant or Sub-Recipient shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the Applicant or Sub-Recipient and its Applicant or Sub-Recipient where appropriate. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

Applicant or Sub-Recipient must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a *de minimis* amount. Each Applicant or Sub-Recipient must establish written policies consistent with that of the grant recipient. Union County Workforce Development Board retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each Applicant or Sub-Recipient has the responsibility to ensure that its Applicant or Sub-Recipient, where appropriate, have similar documentation. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

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Funds used under this grant must be used for the benefit of the program and its clients. Applicant or Sub-Recipient may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Applicant or Sub-Recipient using funds in such manner may have these costs disallowed. Applicant or Sub-Recipient shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each Applicant or Sub-Recipient has the responsibility to ensure that no Applicant or Sub-Recipient violate this cap and that any violation on that basis is similarly disallowed.

Union County Workforce Development Board reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the Applicant or Sub-Recipient to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by Union County Workforce Development Board of the amount or method of calculation.

6) MATCHING AND COST SHARING

The Applicant or Sub-Recipient shall be required to account to the satisfaction of Union County Workforce Development Board for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

7) PROGRAM INCOME

Program income shall be defined as gross income earned by the Applicant or Sub-Recipient 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 an Applicant or Sub-Recipient receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the Applicant or Sub-Recipient shall have no obligation to Union County Workforce Development Board 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 Applicant or Sub-Recipient and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

8) PRICE WARRANTY

The Applicant or Sub-Recipient warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The Applicant or Sub-Recipient 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

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goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

9) PAYMENT METHOD

- A) Payments to the Applicant or Sub-Recipient or on behalf of the Applicant or Sub-Recipient shall be issued only after the agreement has been signed and agreed to by both parties. The Applicant or Sub-Recipient 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 or reports required by the grantor and upon appropriate certification by the chief financial officer of Union County Workforce Development Board or his/her designee, the grantor will pay the Applicant or Sub-Recipient the contracted amount.
- B) A Payment Voucher form will be submitted in a form satisfactory to Union County Workforce Development Board , with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, Union County Workforce Development Board may request additional reports.

10) REPORTING REQUIREMENTS

The Applicant or Sub-Recipient agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of Union County Workforce Development Board . All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Applicant or Sub-Recipient are responsible for ensuring that reports are based upon current data.

11) STATE MONITORING, EVALUATION AND AUDIT

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

- A) The Applicant or Sub-Recipient agrees to cooperate with any monitoring, evaluation and/or audit conducted by Union County Workforce Development Board or their designees and authorized agents.
- B) The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient also maintain records which are auditable. The Applicant or Sub-Recipient is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its Applicant or Sub-Recipient.
- C) Union County Workforce Development Board reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of Union County Workforce Development Board .
- D) The Applicant or Sub-Recipient agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of Union County Workforce Development Board .
- E) The Applicant or Sub-Recipient agrees to include in the engagement letter or agreement with any independent audit firm language that Union County Workforce Development Board is granted access to any and all workpapers that support or address any and all findings that are in regards to Union County Workforce Development Board funds.

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

- F) All Applicant or Sub-Recipient that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All Applicant or Sub-Recipient that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when an Applicant or Sub-Recipient expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All Applicant or Sub-Recipient that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, Applicant or Sub-Recipient single audits must contain similar reports and opinions for state funds.
- L) Applicant or Sub-Recipient single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title/Name;
 - State Grant Award Number or Account Number;
 - Grant Award Period;
 - Fiscal Year Grant Expenditures;
 - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

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

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substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

12) COMPLAINTS, GRIEVANCES AND APPEALS

All Applicant or Sub-Recipient must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All Applicant or Sub-Recipient must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

13) RECORDS

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

Retention – The Applicant or Sub-Recipient 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 or final program report, whichever is the latest. 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 Applicant or Sub-Recipient agrees to ensure that Applicant or Sub-Recipient retain records in accordance with these requirements. In the event of the termination of the relationship between Applicant or Sub-Recipient and Applicant or Sub-Recipient, the Applicant or Sub-Recipient shall be responsible for the maintenance and retention of the records of any Applicant or Sub-Recipient unable to retain them.

Access – Union County Workforce Development Board 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 Applicant or Sub-Recipient is conducted or in which any of the records of the Applicant or Sub-Recipient are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

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The Applicant or Sub-Recipient understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

14) PROCUREMENT STANDARDS

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

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Applicant or Sub-Recipient of the contractual responsibilities arising under its procurements. The Applicant or Sub-Recipient is the responsible authority, without recourse to Union County Workforce Development Board, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

15) PROPERTY

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

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the Applicant or Sub-Recipient in connection with the project are the property of Union County Workforce Development Board. Such material will be delivered to Union County Workforce Development Board upon request.

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

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

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developed in whole or in part with grant funds in accordance with the WORKFORCE INNOVATION AND OPPORTUNITY ACT Annual Financial Agreement:

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

16) TRAVEL AND CONFERENCES

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

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

17) SUBCONTRACTING

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient would apply to any subcontractors or third parties hired by the Applicant or Sub-Recipient. It is the responsibility of the Applicant or Sub-Recipient to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

18) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by Union County Workforce Development Board effective at the time of submission of the modification.

- A) The Applicant or Sub-Recipient agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) Union County Workforce Development Board and Applicant or Sub-Recipient agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

19) DISPUTES

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

Any dispute which is not settled by informal means shall be decided by Union County Workforce Development Board, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Applicant or Sub-Recipient. The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. Union County Workforce Development Board and Applicant or Sub-Recipient preserve all rights in law and equity to pursue any claims that may arise.

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

20) 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.

21) TERMINATION

A) Termination for Convenience – Union County Workforce Development Board or Applicant or Sub-Recipient may request a termination for any reason. Union County Workforce Development Board or Applicant or Sub-Recipient shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The Applicant or Sub-Recipient shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

B) Termination for Cause – Union County Workforce Development Board may terminate this agreement when it has determined that the Applicant or Sub-Recipient has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the Applicant or Sub-Recipient 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, Union County Workforce Development Board will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The Applicant or Sub-Recipient has 10 working days in which to respond with a plan agreeable to Union County Workforce Development Board for correction of the deficiencies. If the Applicant or Sub-Recipient does not respond within the appointed time with corrective plans satisfactory to Union County Workforce Development Board, Union County Workforce Development Board will serve a termination notice on the Applicant or Sub-Recipient which will become effective within 10 days after receipt. In the event of such termination, Union County Workforce Development Board 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 Applicant or Sub-Recipient agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the

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term of its operations due to new or revised legislation or regulations. The Applicant or Sub-Recipient agrees that any such changes deemed necessary by the commissioner of Union County Workforce Development Board shall be immediately incorporated into this agreement.

- 2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by Union County Workforce Development Board at any time.

22) CONTRACT CLOSEOUT

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

- 1) Contract Closeout – The closeout of an agreement is the process by which Union County Workforce Development Board determines that all applicable administrative actions and all required work of the agreement have been completed by the Applicant or Sub-Recipient.
- 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The Applicant or Sub-Recipient shall submit a closeout package per the terms of the agreement, unless otherwise extended by Union County Workforce Development Board, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by Union County Workforce Development Board.

C) The Applicant or Sub-Recipient will, together with the submission of the closeout package, refund to Union County Workforce Development Board any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by Union County Workforce Development Board to be retained.

D) Within the limits of the agreement amount, Union County Workforce Development Board may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The Applicant or Sub-Recipient is responsible for those costs found to be disallowed, including those of any Applicant or Sub-Recipient paid from funds under this agreement, and Union County Workforce Development Board retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.

F) The Applicant or Sub-Recipient shall account for any property received from Union County Workforce Development Board or acquired with funds under this grant, including any property received or acquired by an Applicant or Sub-Recipient under this grant.

G) The Applicant or Sub-Recipient shall forward closeout package to the grantor within 60 days of the closeout.

23) PERFORMANCE

The Applicant or Sub-Recipient 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 Union County Workforce Development Board as soon as they become known. Applicant or Sub-Recipient agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The Applicant or Sub-Recipient shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for

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effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The Applicant or Sub-Recipient shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with Union County Workforce Development Board . The Applicant or Sub-Recipient acknowledges that Union County Workforce Development Board has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

24) CONFLICTS OF INTEREST

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient, its agent or representative to any officer or employee of Union County Workforce Development Board with a view toward 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 Union County Workforce Development Board , and may justify further action under applicable state laws. The Applicant or Sub-Recipient agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The Applicant or Sub-Recipient must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The Applicant or Sub-Recipient shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the Applicant or Sub-Recipient will take to avoid the potential of conflict.

25) OPEN GOVERNMENT PRACTICES

The Applicant or Sub-Recipient shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the Applicant or Sub-Recipient shall be documented, maintained and available for review. The Applicant or Sub-Recipient should also require that Applicant or Sub-Recipient establish, document and maintain such policies as appropriate.

26) BONDING AND INSURANCE

The Applicant or Sub-Recipient shall ensure that every officer, director or employee who is authorized to act on behalf of the Applicant or Sub-Recipient 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.

27) AVAILABILITY OF FUNDS

The Applicant or Sub-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

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Union County Workforce Development Board 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 Union County Workforce Development Board 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 Union County Workforce Development Board or an event of default under the agreement and Union County Workforce Development Board 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 Union County Workforce Development Board beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by Union County Workforce Development Board to expend funds beyond the termination date set in the agreement.

28) LIABILITY

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

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

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

Julio L Sabater
PRINT NAME & TITLE


SIGNATURE

JUNE 1, 2020
DATE


ATTEST:

ERNEST T ANTAO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DECEMBER 29, 2023

CORPORATE SEAL / NOTARY PUBLIC

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS


C. REQUEST FOR PROPOSAL: ASSURANCES

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected.

The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal on behalf of the "Proposer".
2. The submitted proposal shall remain valid for a period of at least 120 calendar days.
3. Proposer is not currently on any Federal, State of New Jersey, or local Debarment List.
4. Proposer will provide records to show financial solvency, if needed.
5. Proposer has/will have all of the financial control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
6. Proposer has additional funding sources and will not be dependent on WIOA funds alone to carry out the proposed program (s).
7. Proposer will meet all applicable federal, state, and local compliance requirements. These include, but are not limited to:
 - * Meeting Union County Workforce Development Board Insurance requirements.
 - * Ensuring that records accurately reflect actual performance.
 - * Maintaining record confidentiality, as required.
 - * Reporting Financial, participant, and performance data, as required.
 - * Complying with Federal and State non-discrimination provisions.
 - * Meeting requirement of Section 504 of the *Rehabilitation Act of 1973*.
 - * Meeting all applicable labor law, including Child Labor Law Standards.
 - * Meeting child support enforcement certification requirements.
 - * Meeting all lobbying certification and disclosure of lobbying activities requirements
8. Proposer will not:
 - * Place a youth in a position that will displace a current employee.
 - * Use WIOA money to assist, promote, or deter union organizing.
 - * Use funds to employ or train of persons in sectarian activities.
 - * Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
 - * Use WIOA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.

I hereby assure that all of the above are true.

 _____ Signature & Print Name	_____ President/CEO Title	_____ June 1, 2020 Date
--	---------------------------------	-------------------------------

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

Organizational References

ORGANIZATIONAL REFERENCES

Provide a minimum of 3 references. Use additional pages as needed.

Organization One: Hudson County Department of Family Services

[X] Public Agency/Government ☐ Faith-Based Organization ☐ Private-for-Profit Corporation

☐ Educational Institution ☐ Non-Profit Corporation ☐ Other _____

Contact Person & Title: Robert Martinovich, Department Director

Address: 257 Cornelison Ave. City: Jersey City State: NJ Zip: 07302

Email: rmartinovich@hcnj.us Phone: 201-420-3000

Description of Work Completed: -

WFNJ/Job Search-AWEP-ESL; Occupational C.N.A/ABE; Employer Lead Training C.N.A

Organization One: Passaic County Workforce Development Center

[X] Public Agency/Government ☐ Faith-Based Organization ☐ Private-for-Profit Corporation

☐ Educational Institution ☐ Non-Profit Corporation ☐ Other _____

Contact Person & Title: Davidene Alpart, Program Manager

Address: 200 Memorial Drive City: Paterson State: NJ Zip: 07505

Email: dalpart@pcwdc.org Phone: 973-742-9226

Description of Work Completed:

AWEP-ESL; AWEP ABE; C.N.A

Organization One: Department of Economic Development Training & Employment

[X] Public Agency/Government ☐ Faith-Based Organization ☐ Private-for-Profit Corporation

☐ Educational Institution ☐ Non-Profit Corporation ☐ Other _____

Contact Person & Title: Samuel S Okparaeke, Division Director and/or Anibal Ramos Department Director

Address: 50 South Clinton St. 3rd Floor City: East Orange State: NJ Zip: 07018

Email: sam.okparaeke@dol.nj.gov Phone: 973-395-5827

Description of Work Completed:

AWEP-ESL; AWEP-ABE

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

**E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS.**

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

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

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Workforce Advantage
Grantor/Contractor Organization

Workfirst New Jersey Programs
Program/Title

Julio L Sabater
Name of Certifying Official


Signature

06/01/2020
Date

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Workforce Advantage
Grantor/Contractor Organization

Workfirst New Jersey Programs
Program/Title

Julio L Sabater
Name of Certifying Official


Signature

06/01/2020
Date

<p style="text-align: center;">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "intelligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
8. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C: REQUIRED DOCUMENTS & CERTIFICATIONS

**COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS**

H. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of

the contract one of the following: PLEASE CHECK ONE

☐ **A photocopy of your Federal Letter of Affirmative Action Plan Approval**
OR

☒ **A photocopy of your Certificate of Employee Information Report**
OR

☐ **A completed Affirmative Action Employee Information Report (AA302)**

If successful vendor does not submit the affirmative action document within the seven days, the Union County Workforce Development Board will declare the vendor as being non-responsive and award the contract to the next lowest Proposer.

International Communication Solutions, Inc T/A Workforce Advantage

NAME OF FIRM

SIGNATURE

(Original signature only, stamped signature not accepted)

Julio L Sabater/President CEO

NAME & TITLE

June 1, 2020

Date

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

Certification 15460

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2014** to **15-OCT-2021**

INTERNATIONAL COMMUNICATION SOLUTIONS INC.
66 ELMORA AVENUE
ELIZABETH **NJ 07202**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

<p style="text-align: center;">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

**I. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY
LANGUAGE N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127),
N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND
GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

J. AFFIDAVIT OF NO CONFLICT OF INTEREST

State of New Jersey :
: **SS:**
County of Union :

I, Julio L Sabater, the undersigned and Workforce Advantage
(Name) (Name of Office)

Of the company/firm/agency named in the within proposal, do hereby swear to the following:

I have full authority to make the representations set forth in this Affidavit; and

I am unaware of any conflict of interest that could disqualify myself or my company/firm/agency should said company/firm/agency be selected among the list of approved vendors for the services and work by the Union County Workforce Development Board, and shall immediately notify said Board should one arise during the term of my contract.

SUBSCRIBED AND SWORN TO

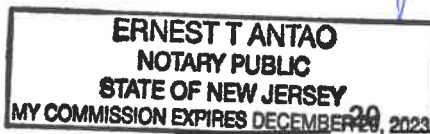
BEFORE ME THIS 1 **DAY**
OF June **2020.**


NOTARY PUBLIC OF

Julio L Sabater
PRINT NAME

SIGNATURE

MY COMMISSION EXPIRES:



<p style="text-align: center;">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

PAGE 1 OF 2

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan

Approval; Certificate of Employee Information

Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Union _____ Union _____

ss:

I, Julio L Sabater _____ residing in Union _____

_____ (name of affiant)

_____ (name of municipality)

in the County of _____ Union _____ and State of New Jersey _____ of full
age, being duly
sworn

according to law on my oath depose and say that:

I am Julio L Sabater _____ of the firm of _____

President /CEO _____
(title or position)

_____ (name of firm)

Workforce Advantage _____ the Proposer making this Proposal

entitled Workfirst New Jersey Programs 2020-2021 _____, and that I executed the said
proposal with _____

(title of proposal)

full authority to do so that said Proposer has not, directly or indirectly entered into any agreement,
participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the UNION COUNTY WORKFORCE DEVELOPMENT BOARD
relies upon the truth of the statements contained in said Proposal and in the statements contained in this
affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by

Workforce Advantage _____

Subscribed and sworn to

Before me this 1 day of June 2020

Signature (Original signature only)

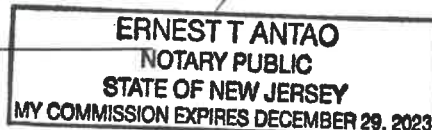
Julio L Sabater _____

(Type or print name of affiant under signature)

Notary public of the State of: NEW JERSEY

My Commission expires: _____

(SEAL)



NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name.
4 Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

**WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION,
YOUR PROPOSAL WILL BE REJECTED.**

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

L. AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **UNION COUNTY WORKFORCE DEVELOPMENT BOARD** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name Julio L Sabater (Please print or type)

Signature  Date June 1, 2020

COUNTY OF UNION
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COUNTY OF UNION NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

International Communication Solutions, Inc.

Solicitation Number: 47-2020 Vendor/Bidder: DBA Workforce Advantage

PART 1
CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below:

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Julio L Sabater/President CEO
Print Name and Title

06/01/2020

Revised 10/19/17

N. CONFIDENTIALITY OF MATERIALS / DISCLOSURE OF INFORMATION

Pursuant to the Open Publics Record Act, N.J.S.A. 47:1A-1.1 et seq. (OPRA), all information and documentation received in response to this RFP will become the property of the Union County Workforce Development Board. As such, Respondent's contract documents will be considered public information and will be available for review by individuals or agencies who request same from the Union County Workforce Development Board unless you affirmatively allege an exception to OPRA applies.

If the Respondent chooses to include material of a proprietary nature in the Proposal, the Union County Workforce Development Board will attempt to keep such material confidential to the extent permitted by OPRA and any other Applicable Law. The Respondent must specifically identify each page of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Proposal to assist the Union County Workforce Development Board in protecting this information. The Respondent shall include the following notice in the introduction of the relevant section:

"The data on pages identified by (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the Union County Workforce Development Board determines it proper or necessary according to law. If an award is made under this RFP to (insert name of Respondent), as the Successful Respondent, the Union County Workforce Development Board will have the right to use or disclose the data as permitted or required by law."

In the event that the Union County Workforce Development Board is requested to produce documents submitted by Proposers in response to this RFP, regardless of whether the Proposer has identified it, in accordance with this section, as proprietary in

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

nature, the Union County Workforce Development Board will seek to prevent the unauthorized disclosure of same by applying the proprietary standard to marked or any other data. However, the Proposer agrees to indemnify the Union County Workforce Development Board in the event of litigation to defend same. Redaction, as a means of preventing disclosure of sensitive data may be available if your contract documents are requested pursuant to OPRA.

Further, the Union County Workforce Development Board assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information. Proposer shall be required, if asked to do so by the Union County Workforce Development Board, to justify their claim that specific information contained in its proposal is confidential.

Signature _____



Date June 1, 2020

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: International Communication Solutions, Inc DBA Workforce

Advantage

Organization Address: 66 Elmora Avenue, Elizabeth, NJ 07202

Part I Check the box that represents the type of business organization:

☒ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Julio L Sabater	841 Hueston St. Union NJ 07083
Laura L Garza	3674 Ocita Drive, Orlando, FL 32837
Manuel Perez	1091 W 47 th St. Hialeah, FL 33012

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Julio L Sabater	841 Hueston St. Union NJ 07083
Laura L Garza	3674 Ocita Drive, Orlando, FL 32837
Manuel Perez	1091 W 47 th St. Hialeah, FL 33012

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Union County Workforce Development Board* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Union County Workforce Development Board* to notify the *Union County Workforce Development Board* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Union County Workforce Development Board* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Julio L Sabater	Title:	President/CEO
Signature:		Date:	6/1/2020

<p align="center">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

UNION COUNTY INSURANCE REQUIREMENTS – ATTACHMENT: B
CONTRACTED SERVICES

Commercial General Liability (CGL)

Each Occurrence

(4)

General Liability	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Med, Expense Any One Person	\$ 5,000.00

Damage to Premises	\$ 50,000.00
General Aggregate	\$2,000,000.00
Products – Comp/Op Aggregate	\$1,000,000.00

Auto Liability – Incl BI and PD (AL)

(2)

Any Auto	\$1,000,000.00
Or	
All Owned	\$1,000,000.00
All Hired	\$1,000,000.00
All Non-Owned	\$1,000,000.00

Workers Compensation and Employee Liability

Each Employee	Statutory
Each Accident	Statutory

- (1) The per occurrence and aggregate limits for specified coverage should apply on a per location or per project basis
(2) Automobile Liability is required if an automobile is used in the execution of their contract
(3) \$5,000,000 CSL is required if driving out of state
(4) Minimum limits for small contractors, artisans, consultants can be decreased to \$500,000 per occurrence
(5) Liquor liability is required is supplying alcohol beverages for event

<p style="text-align: center;">COUNTY OF UNION PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS</p>

INSURANCE REQUIREMENTS APPLICABLE TO ALL VENDORS- B

UNION COUNTY INSURANCE REQUIREMENTS

REQUIRED LANGUAGE NAMING THE COUNTY OF UNION AS AN ADDITIONAL INSURED
(Effective January 1, 2015)

The following language is required to be added to all Certificates of Insurance provided by Vendors doing business with the County of Union.

The language is as follows:

“THE COUNTY OF UNION, ITS BOARD OF CHOSEN FREEHOLDERS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, (*AND THE STATE OF NEW JERSEY) ARE INCLUDED AS ADITONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY INSURANCE COVERAGE IS PROVIDED ON A PRIMARY, NON-CONTRIBUTORY BASIS, TO THE COUNTY OF UNION ET. AL.

WHERE APPLICABLE, A WAIVER OF SUBROGATION IN FAVOR OF THE ABOVE-NAMED ADDITIONAL INSURED IS TO BE INCLUDED IN THOSE POLICIES OF INSURANCE WHERE PERMITTED BY LAW.

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THEIR EXPIRATION DATES, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.”

“THE COUNTY OF UNION, ITS BOARD OF CHOSEN FREEHOLDERS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, (*AND THE STATE OF NEW JERSEY) ARE INCLUDED AS ADITONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY INSURANCE COVERAGE IS PROVIDED ON A PRIMARY, NON-CONTRIBUTORY BASIS, TO THE COUNTY OF UNION ET. AL.

WHERE APPLICABLE, A WAIVER OF SUBROGATION IN FAVOR OF THE ABOVE-NAMED ADDITIONAL INSURED IS TO BE INCLUDED IN THOSE POLICIES OF INSURANCE WHERE PERMITTED BY LAW.

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THEIR EXPIRATION DATES, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.”

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

Attachment: 1. Insurance:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Northeast Limited 480 Norristown Road, 2nd Floor Blue Bell, PA 19422	CONTACT NAME: PHONE (A/C, No, Ext): 484-344-4600 FAX (A/C, No): 866-496-3321 E-MAIL: Betsy.Cardamone@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A : Selective Fire & Casualty Insurance Company NAIC # 14377 INSURER B : Zenith Insurance Company 13269 INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES **CERTIFICATE NUMBER: 23010265** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S 2186005	11/2/2019	11/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2186005	11/2/2019	11/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z135409302	11/2/2019	11/2/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants and the State of New Jersey; are included as Additional Insureds under the General Liability policy. All insurance coverage is provided provided on a primary and non-contributory basis to the County of Union, et al. Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey is the be included in those policies of insurance where permitted by law. Each Insurance policy required shall provide that coverage shall not be canceled, except with notice to the County of Union.

CERTIFICATE HOLDER Union County Elizabethtown Plaza Administration Building, 4th Floor Rahway Avenue Elizabeth NJ 07207	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

Attachment: 2. NRS ESL Functioning Level Table.

NRS FUNCTIONING LEVEL TABLE			
Educational Functioning Level Descriptors—English as a Second Language Levels			
Literacy Level	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
Beginning ESL Literacy <i>Test Benchmark:</i> CASAS scale scores: <ul style="list-style-type: none"> • Reading: 180 and below • Listening: 180 and below Oral BEST: 0–15 (SPL 0–1) BEST Plus: 400 and below (SPL 0–1) BEST Literacy: 0–7 (SPL 0–1)	Individual cannot speak or understand English or understands only isolated words or phrases.	Individual has no or minimal reading or writing skills in any language. May have little or no comprehension of how print corresponds to spoken language and may have difficulty using a writing instrument.	Individual functions minimally or not at all in English and can communicate only through gestures or a few isolated words, such as name and other personal information; may recognize only common signs or symbols (e.g., stop sign, product logos); can handle only very routine entry-level jobs that do not require oral or written communication in English. There is no knowledge or use of computers or technology.
Low Beginning ESL <i>Test Benchmark:</i> CASAS scale scores <ul style="list-style-type: none"> • Reading: 181–190 • Listening: 181–190 • Writing: 136–145 Oral BEST 16–28 (SPL 2) BEST Plus: 401–417 (SPL 2) BEST Literacy: 8–35 (SPL 2)	Individual can understand basic greetings, simple phrases and commands. Can understand simple questions related to personal information, spoken slowly and with repetition. Understands a limited number of words related to immediate needs and can respond with simple learned phrases to some common questions related to routine survival situations. Speaks slowly and with difficulty. Demonstrates little or no control over grammar.	Individual can read numbers and letters and some common sight words. May be able to sound out simple words. Can read and write some familiar words and phrases but has a limited understanding of connected prose in English. Can write basic personal information (e.g., name, address, telephone number) and can complete simple forms that elicit this information.	Individual functions with difficulty in social situations and in situations related to immediate needs. Can provide limited personal information on simple forms and can read very simple common forms of print found in the home and environment, such as product names. Can handle routine entry-level jobs that require very simple written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge and experience with computers.
High Beginning ESL <i>Test Benchmark:</i> CASAS scale scores <ul style="list-style-type: none"> • Reading: 191–200 • Listening: 191–200 • Writing: 146–200 Oral BEST 29–41 (SPL 3) BEST Plus: 418–438 (SPL 3) BEST Literacy: 36–46 (SPL 3)	Individual can understand common words, simple phrases, and sentences containing familiar vocabulary, spoken slowly with some repetition. Individual can respond to simple questions about personal everyday activities, and can express immediate needs, using simple learned phrases or short sentences. Shows limited control of grammar.	<p>Individual can read most sight words and many other common words. Can read familiar phrases and simple sentences but has a limited understanding of connected prose and may need frequent rereading.</p> <p>Individual can write some simple sentences with limited vocabulary. Meaning may be unclear. Writing shows very little control of basic grammar, capitalization and punctuation and has many spelling</p>	Individual can function in some situations related to immediate needs and in familiar social situations. Can provide basic personal information on simple forms and recognizes simple common forms of print found in the home, workplace, and community. Can handle routine entry-level jobs requiring basic written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge or experience using computers.

COUNTY OF UNION
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Literacy Level	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
<p>Low Intermediate ESL</p> <p><i>Test Benchmark:</i></p> <p>CASAS scale scores:</p> <ul style="list-style-type: none"> • Reading: 201–210 • Listening: 201–210 • Writing: 201–225 <p>Oral BEST: 42–50 (SPL 4)</p> <p>BEST Plus: 439–472 (SPL 4)</p> <p>BEST Literacy: 47–53 (SPL 4)</p>	<p>Individual can understand simple learned phrases and limited new phrases containing familiar vocabulary spoken slowly with frequent repetition; can ask and respond to questions using such phrases; can express basic survival needs and participate in some routine social conversations, although with some difficulty; and has some control of basic grammar.</p>	<p>Individual can read simple material on familiar subjects and comprehend simple and compound sentences in single or linked paragraphs containing a familiar vocabulary; can write simple notes and messages on familiar situations but lacks clarity and focus. Sentence structure lacks variety but shows some control of basic grammar (e.g., present and past tense) and consistent use of punctuation (e.g., periods, capitalization).</p>	<p>Individual can interpret simple directions and schedules, signs, and maps; can fill out simple forms but needs support on some documents that are not simplified; and can handle routine entry-level jobs that involve some written or oral English communication but in which job tasks can be demonstrated. Individual can use simple computer programs and can perform a sequence of routine tasks given directions using technology (e.g., fax machine, computer).</p>
<p>High Intermediate ESL</p> <p><i>Test Benchmark:</i></p> <p>CASAS scale scores:</p> <ul style="list-style-type: none"> • Reading: 211–220 • Listening: 211–220 • Writing: 226–242 <p>Oral BEST: 51–57 (SPL 5)</p> <p>BEST Plus: 473–506 (SPL 5)</p> <p>BEST Literacy: 54–65 (SPL 5-6)</p>	<p>Individual can understand learned phrases and short new phrases containing familiar vocabulary spoken slowly and with some repetition; can communicate basic survival needs with some help; can participate in conversation in limited social situations and use new phrases with hesitation; and relies on description and concrete terms. There is inconsistent control of more complex grammar.</p>	<p>Individual can read text on familiar subjects that have a simple and clear underlying structure (e.g., clear main idea, chronological order); can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraphs with main idea and supporting details on familiar topics (e.g., daily activities, personal issues) by recombining learned vocabulary and structures; and can self and peer edit for spelling and punctuation errors.</p>	<p>Individual can meet basic survival and social needs, can follow some simple oral and written instruction, and has some ability to communicate on the telephone on familiar subjects; can write messages and notes related to basic needs; can complete basic medical forms and job applications; and can handle jobs that involve basic oral instructions and written communication in tasks that can be clarified orally.</p> <p>Individual can work with or learn basic computer software, such as word processing, and can follow simple instructions for using technology.</p>
<p>Advanced ESL</p> <p><i>Test Benchmark:</i></p> <p>CASAS scale scores:</p> <ul style="list-style-type: none"> • Reading: 221–235 • Listening: 221–235 • Writing: 243–260 <p>Oral BEST 58–64 (SPL 6)</p> <p>BEST Plus: 507–540 (SPL 6)</p> <p>BEST Literacy: 66 and above (SPL 7)</p> <p>Exit Criteria:</p> <ul style="list-style-type: none"> • CASAS Reading and Listening: 236 and above • CASAS Writing: 261 and above • Oral BEST 65 and above (SPL 7) • BEST Plus: 541 and above (SPL 7) 	<p>Individual can understand and communicate in a variety of contexts related to daily life and work. Can understand and participate in conversation on a variety of everyday subjects, including some unfamiliar vocabulary, but may need repetition or rewording. Can clarify own or others' meaning by rewording. Can understand the main points of simple discussions and informational communication in familiar contexts. Shows some ability to go beyond learned patterns and construct new sentences. Shows control of basic grammar but has difficulty using more complex structures. Has some basic fluency of speech.</p>	<p>Individual can read moderately complex text related to life roles and descriptions and narratives from authentic materials unfamiliar subjects. Uses context and word analysis skills to understand vocabulary and uses multiple strategies to understand unfamiliar texts. Can make inferences, predictions, and compare and contrast information in familiar texts. Individual can write multi-paragraph text (e.g., organizes and develops ideas with clear introduction, body, and conclusion), using some complex grammar and a variety of sentence structures. Makes some grammar and spelling errors. Uses a range of vocabulary.</p>	<p>Individual can function independently to meet most survival needs and to use English in routine social and work situations. Can communicate on the telephone on familiar subjects. Understands radio and television on familiar topics. Can interpret routine charts, tables, and graphs and can complete forms and handle work demands that require non-technical oral and written instructions and routine interaction with the public. Individual can use common software, learn new basic applications, and select the correct basic technology in familiar situations.</p>

COUNTY OF UNION
PROGRAM YEAR 2020-2021 WORKFIRST NEW JERSEY PROGRAMS

January 11, 2018

Workforce Advantage
49 Broad St. 2nd Fl.
Elizabeth, NJ 07201



RE: Letter of Commitment

To whom it may concern,

As a long-term care facility, Elmora Hills Healthcare & Rehabilitation Center located in Elizabeth, it is always a challenge to find sufficient qualified staffing to meet our hiring needs. Not only is there a general shortage of qualified Certified Nursing Assistant, but given our client base in which the population with Limited English Proficiency is increasing, it is also critical that many of our hires are proficient in both English and Spanish.

We are eager to collaborate in a partnership with Workforce Advantage. Having worked with you for several years in the past, we know that your program design and instruction addresses our specific requirements and that, should we identify anything further, we can reach out to you to have these needs addressed in the non-technical portions of the training. (The technical components are mandated by the State of NJ.) Further we have been very satisfied with training and professionalism of the resources that you have placed with us in the past, as well as your ability to assure an ongoing flow of the qualified, fully bilingual, C.N.A.s we desperately need. We want to offer people in the community the opportunity to work in the health care field, by recruiting them to your C.N.A. program.

We are committed to working with Workforce Advantage. We will:

- Assist you, as needed in outreach to identify and motivate clients.
- Meet with prospective students so that they better understand our employment requirements and so that we can begin to consider those that would be best suited to employment with us.
- Formally interview students prior to entering your training program so that we can on-board them as soon as they receive their final certification/approval to work.
- Provide our facilities as needed for clinical components of the technical training.
- Report back to you, as needed/appropriate, regarding the performance of the students that we have hired.

During the upcoming year, we anticipate that we will be creating a number of positions which we will fill with candidates from this program. Our starting wage for Nurses' Aide is \$9.00/hr (for Nurses' Aide who is on the program but has not completed the skill proficiency test), \$10.00/hr (for N.A. who passed the skill test) and \$13.00 once they obtained the CNA certification and completed the 90 days probationary period from the date of hire.

We look forward to the opportunity to continue our partnership and work with you this coming year.

Sincerely,

Samuel Roden RN ADON

225 West Jersey Street | Elizabeth, New Jersey 07202 P: 908.353.1220 F: 908.353.0102

WWW.ELMORAHILLS.COM

AUDIT 2019

Report of Audit

on the

Financial Statements

of

International Communications
Solutions, Inc.

for the

Fiscal Years Ended
June 30, 2019 and 2018

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

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SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300

Fax 908-789-8535

E-mail info@scnco.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors and Stockholders
International Communications Solutions, Inc.
Elizabeth, New Jersey

Report on the Financial Statements

We have audited the accompanying financial statements of International Communications Solutions, Inc. (ICS) (a C corporation), which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, and the provisions of U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and State of New Jersey OMB Circular 15-08 "Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid." Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

SUPLEE, CLOONEY & COMPANY

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of International Communications Solutions, Inc. as of June 30, 2019 and 2018, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

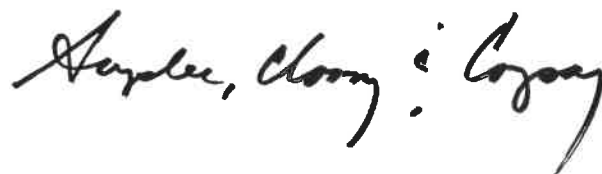
Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal and state, as required by Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB Circular 15-08 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal, state and local awards as required by Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB Circular 15-08, is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2019, on our consideration of ICS's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering ICS's internal control over financial reporting and compliance.

December 12, 2019

A handwritten signature in cursive script, likely reading "Suplee, Clooney & Company", written in dark ink.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

BALANCE SHEETS
JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
Current assets:		
Cash	\$ 45,740	\$ 5,911
Accounts receivable, net	88,476	355,572
Due from related party	244,083	173,737
	<hr/>	<hr/>
<u>Total current assets</u>	378,299	535,220
Property and equipment, net	219,132	237,994
Loans to shareholders	347	23,734
Security deposit	23,461	18,900
	<hr/>	<hr/>
<u>TOTAL ASSETS</u>	<u>\$ 621,239</u>	<u>\$ 815,848</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 20,082	\$ 76,637
Short-term borrowings	2,893	10,670
Line of credit	163,277	103,134
Income taxes payable	3,050	2,153
Deferred tax liability - current	14,652	17,186
	<hr/>	<hr/>
<u>Total current liabilities</u>	203,954	209,780
Loans from shareholders	299	299
	<hr/>	<hr/>
<u>Total non current liabilities</u>	299	299
Stockholders' equity:		
Common stock	3,000	3,000
Retained earnings	413,986	602,769
	<hr/>	<hr/>
<u>Total stockholders' equity</u>	416,986	605,769
	<hr/>	<hr/>
<u>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</u>	<u>\$ 621,239</u>	<u>\$ 815,848</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

STATEMENTS OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
Revenue	\$ 1,038,251	\$ 1,406,679
Selling, general and administrative expenses	<u>1,214,563</u>	<u>1,341,646</u>
Income (loss) from operations	<u>(176,312)</u>	<u>65,033</u>
Other income/(expenses):		
Forgiveness of indebtedness		
Interest income	69	25
Interest expense	<u>(6,083)</u>	<u>(4,306)</u>
Total other income/(expense)	<u>(6,014)</u>	<u>(4,281)</u>
Income before provision for income taxes	<u>(182,326)</u>	<u>60,752</u>
Provision for/(refund/benefit) income taxes:		
Current	8,991	7,827
Deferred	<u>(2,534)</u>	<u>(2,153)</u>
Total provision for/(refund/benefit) income taxes	<u>6,457</u>	<u>5,674</u>
Net income (loss)	(188,783)	55,078
Retained earnings, beginning of year	<u>602,769</u>	<u>547,691</u>
Retained earnings, end of year	<u>\$ 413,986</u>	<u>\$ 602,769</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities:		
Net income(loss)	\$ (188,783)	\$ 55,078
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation and amortization	28,767	25,937
Deferred taxes	(2,534)	556
(Increase) decrease in:		
Accounts receivable, net	267,096	11,088
Inventory		
Security deposit	(4,561)	
Accounts payable and accrued expenses	(56,555)	(7,361)
Income taxes payable	897	(10,329)
Net cash provided (used) by operating activities	<u>44,327</u>	<u>74,969</u>
Cash flows from investing activities:		
Advances to Related Parties	(593,053)	(73,540)
Receipts from Related Parties	522,706	147,080
Purchase of property and equipment	(9,904)	(31,870)
Net cash provided (used) by investing activities	<u>(80,251)</u>	<u>41,670</u>
Cash flows from financing activities:		
Repayment of short-term borrowings	(7,777)	(28,295)
Repayment of credit line	60,143	(68,320)
Repayment of long-term debt		
Advance to shareholder	23,387	(23,734)
Repayment of shareholder loans		(8,291)
Net cash provided (used) by financing activities	<u>75,753</u>	<u>(128,640)</u>
Net increase (decrease) in cash	39,829	(12,001)
Cash, beginning of year	<u>5,911</u>	<u>17,912</u>
Cash, end of year	<u>\$ 45,740</u>	<u>\$ 5,911</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of International Communications Solutions, Inc. (the Organization) is a required disclosure and an integral part of the financial statements prepared in conformity with accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of these financial statements.

Nature of Activities

International Communications Solutions, Inc., (ICS) is a for-profit corporation, founded in 1988, to provide language studies and job training programs to the community. The majority of the Organization's revenue is provided by the U.S. Department of Labor and the U.S. Department of Health and Human Services passed through various N.J. county agencies under fee for service contracts.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosures of contingent assets and liabilities at June 30, 2019 and the reported amounts of revenues and expenses during the year then ended. Actual results could differ from those estimates.

Financial Instruments and Concentration of Credit Risk

Financial instruments, which potentially subject the Organization to a concentration of credit risk, consist of cash and cash equivalents, accounts receivables and payables.

Support and Revenue

The Organization earns revenue from various state and county agencies for providing job training and language studies classes. The Organization also earns revenue from direct service fees to clients for providing private job training and language studies classes. The Organization recognizes revenue as the services are provided.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2019 AND 2018

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Values of Financial Instruments

Fair values of cash and cash equivalents, accounts receivable, accounts payable and intercompany loans are estimated to approximate carrying values due to the short maturities of these financial instruments.

Cash and Cash Equivalents

Cash equivalents include short-term, highly liquid investments with a maturity date of three months or less on the date of acquisition.

Accounts Receivable

Accounts receivable are uncollateralized customer obligations due under normal trade terms requiring payment within 30 to 60 days from the invoice date. Accounts receivable are stated at the amount billed to the customer. The Organization does not charge interest on past due accounts.

The Organization carries its accounts receivable at cost less an allowance for doubtful accounts. Management's policy is to evaluate receivables on a periodic basis and to establish an allowance for uncollectible accounts as deemed necessary.

Inventory

The Organization maintains certain teaching materials as inventory. The inventory is recorded at cost based on the specific identification method.

Property and Equipment

Property and equipment is recorded at cost. Significant improvements are capitalized. Expenditures for maintenance, repairs and minor renewals are charged to operation as incurred. The straight-line method of depreciation is used for financial reporting purposes and accelerated depreciation methods are used for tax reporting purposes as allowed by law. The estimated useful lives of the assets that have a minimum individual cost of \$500 are as follows:

Computer Software	3 Years
Furniture and Equipment	5-7 Years
Building and Improvements	40 Years

When an asset is sold or retired, the cost and accumulated depreciation are removed from the respective accounts and any gain or loss is recorded in the statement of income and retained earnings.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2019 AND 2018

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

ICS is a C Corporation for federal and state income tax reporting purposes. Current income taxes are based on the taxable income for the year, as measured by the current year's tax return. Deferred income taxes are recognized for differences between the basis of assets and liabilities for financial statements and income tax purposes and from net operating losses available to offset future taxable income.

The differences relate primarily to the timing difference of expenses and revenue recognition for financial statements and income tax purposes. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled.

The Organization's income tax filings are subject to audit by various taxing authorities. There are currently no income tax returns under audit. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax return will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Organization's tax returns remain open for three years for income tax examination. The Organization is no longer subject to income tax examinations for years prior to June 30, 2016.

Management has determined that the Organization does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statement or related disclosures.

(2) CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentration of credit risk consist of cash, cash equivalents and receivables. In an attempt to limit the credit risk, the Organization places all funds with high quality financial institutions. The Organization maintains its cash balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2019 and 2018, none of the Organization's cash balances were uninsured.

The majority of receivables are due from various governmental agencies with which the Organization has a long history of collecting payment, which reduces the credit risk. Accounts receivable is also subject to audit by the various funding sources. The Organization records an allowance for uncollectible fees for client fees determined to be uncollectible.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018

(3) PROPERTY AND EQUIPMENT

As of June 30, 2019 and 2018, property and equipment consisted of:

	<u>2019</u>	<u>2018</u>
Office Equipment	\$301,410	\$301,410
Furniture and Fixtures	191,561	191,501
Leasehold Improvements	339,699	329,980
Computer Software	<u>27,169</u>	<u>27,044</u>
	859,839	849,935
 Less: Accumulated Depreciation	 <u>640,707</u>	 <u>611,941</u>
 Property and Equipment - Net	 <u>\$219,132</u>	 <u>\$237,994</u>

Depreciation and amortization expense for the years ended June 30, 2019 and 2018 was \$28,767 and \$25,937, respectively.

(4) LINE OF CREDIT

The Organization has a \$300,000 revolving line of credit with Popular Community Bank. The outstanding balance on June 30, 2019 and 2018 was \$134,336 and \$87,375, respectively. The interest rate is variable based on changes in an independent index which is the Banco Popular North America Prime Rate plus 1.90%, currently 5.5%. The line of credit is secured by personal stockholder guarantees and it requires a balance clean up at the maturity date of December 29, 2019.

The Agreement contains a minimum debt service coverage ratio of 1.2. As of June 30, 2019, the Organization failed to meet the required loan covenant. The bank did not issue a waiver of the covenant prior to the report date.

The Organization has a \$30,000 revolving line of credit with Wells Fargo Bank. The outstanding balance on June 30, 2019 and 2018 was \$28,941 and \$15,759, respectively. The interest rate is 4.99% based on a promotional rate through October 2020 when it will adjust to 10.5%. The line of credit is secured by personal stockholder guarantees.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018

(5) CASH FLOW INFORMATION

Interest and income taxes paid for the year ended June 30, 2019 and 2018 were as follows:

	<u>2019</u>	<u>2018</u>
Interest	<u>\$6,083</u>	<u>\$4,306</u>
Income taxes	<u>\$5,055</u>	<u>\$2,153</u>

(6) RELATED PARTY TRANSACTIONS

ICS pays for certain expenses of Urban Workforce Advantage, Inc., an entity whose directors are also ICS's shareholders. The Organization's financial statements include the following related party transactions and balances as of June 30, 2019 and 2018:

<u>Party</u>	<u>Transaction</u>	<u>2019 Amount</u>	<u>2018 Amount</u>
Urban Workforce Advantage, Inc.	Loans to related party	\$244,083	\$173,737
Laura Garza	Loan to corporation	\$(299)	\$(299)

The Organization also paid Julio Sabater, an officer in the Organization \$-0- and \$-0- during the years ended June 30, 2019 and 2018, respectively, for lease payments for its corporate office located at 66 Elmora Ave, Elizabeth, NJ.

(8) COMMITMENTS AND CONTINGENCIES

Leases

The Organization leases various school locations on a month to month basis. Rent expense for all facilities totaled \$133,419 and \$147,975 for the years ended June 30, 2019 and 2018, respectively.

The future minimum rental payments for equipment and office space required under all long-term non-cancelable leases as of June 30, 2019, are summarized as follows:

Year Ending June 30, 2020	<u>\$19,320</u>
---------------------------	-----------------

Government Grants

Costs charged to the federal government under cost-reimbursement grants and contracts are subject to government audit. Therefore, all such costs are subject to adjustment.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018

(9) INCOME TAXES

The Organization accounts for income taxes whereby deferred taxes are provided on temporary differences arising from assets and liabilities whose bases are different for financial reporting and income tax purposes. Deferred taxes relate to differences in calculating depreciation on fixed assets.

Deferred income taxes at June 30, 2019 and 2018 consist of the following:

	<u>2019</u>		<u>2018</u>	
	<u>Current</u>	<u>Noncurrent</u>	<u>Current</u>	<u>Noncurrent</u>
Deferred Tax Assets	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Deferred Tax Liabilities	<u>14,652</u>	<u>-0-</u>	<u>17,186</u>	<u>-0-</u>
	<u>\$14,652</u>	<u>\$ -0-</u>	<u>\$17,186</u>	<u>\$ -0-</u>

Income tax expense for the years ended June 30, 2019 and 2018 consist of the following:

	<u>2019</u>	<u>2018</u>
Current Tax Expense	\$8,991	\$7,827
Deferred Tax Benefit	<u>(2,534)</u>	<u>(2,153)</u>
Income Tax Expense	<u>\$6,457</u>	<u>\$5,674</u>

(10) ADVERTISING

The Organization expenses all advertising costs when incurred. Advertising expense was \$215 and \$5,042 for the years ended June 30, 2019 and 2018, respectively.

(11) RECLASSIFICATIONS

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements. There was no effect on net income or retained earnings.

(12) SUBSEQUENT EVENTS

Management has evaluated the need for disclosures and/or adjustments resulting from subsequent events through December 12, 2019, the date the financial statements were available for issuance. The evaluation did not result in any other subsequent events that necessitated disclosures and/or adjustments.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

SCHEDULES OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
Salaries and wages	\$ 652,204	\$ 676,797
Rent	133,419	147,975
Payroll taxes	52,545	67,563
Insurance	47,676	45,566
Outside services	29,725	35,482
Fringe benefits	33,241	28,300
Professional and consulting fees	33,318	50,574
Utilities	25,783	30,044
Automobile expense	14,979	18,545
Telephone and internet	22,451	29,316
Office expense	67,194	74,010
Depreciation and amortization	28,767	25,937
Repairs and maintenance	12,816	20,291
Dues and subscriptions	13,641	9,378
Meals and entertainment	7,257	7,321
Parking and tolls	8,855	9,432
Educational materials and training services	2,933	8,296
Postage	3,720	4,125
Travel	133	889
Bank service charges	5,594	6,356
Contributions	61	
Professional development	568	187
Printing and reproduction		
Advertising	215	5,042
Licenses and permits	3,813	7,014
Property taxes	13,509	13,321
Other taxes	146	186
Other expense		19,699
	<u>\$ 1,214,563</u>	<u>\$ 1,341,646</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

SINGLE AUDIT



SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300

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E-mail info@scnco.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors and Stockholders
International Communications Solutions, Inc.
Elizabeth, New Jersey

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of International Communications Solutions, Inc. (ICS) (a for profit organization), which comprise the balance sheet as of June 30, 2019, and the related statements of operations and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 12, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered International Communications Solutions, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

SUPLEE, CLOONEY & COMPANY

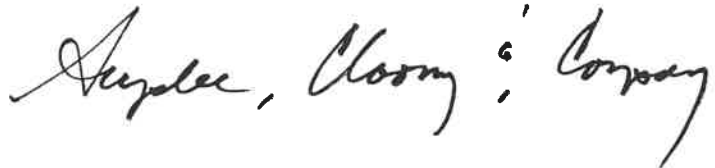
Compliance and Other Matters

As part of obtaining reasonable assurance about whether International Communications Solutions, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

December 12, 2019

A handwritten signature in cursive script that reads "Suplee, Clooney & Company". The signature is written in dark ink and is positioned to the right of the date.



SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
REQUIREMENTS APPLICABLE TO MAJOR STATE FINANCIAL
ASSISTANCE PROGRAMS AND ON INTERNAL CONTROL
OVER COMPLIANCE IN ACCORDANCE WITH
NEW JERSEY OMB CIRCULAR 15-08**

Board of Directors and Stockholders
International Communications Solutions, Inc.
Elizabeth, New Jersey

Report on Compliance for Each Major State Program

We have audited International Communications Solutions, Inc.'s (ICS) compliance with the types of compliance requirements described in New Jersey OMB State Grant Compliance Supplement that could have a direct and material effect on each of ICS's major state programs for the year ended June 30, 2019. ICS's major state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of ICS's major state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and New Jersey OMB 15-08. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about ICS's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major state program. However, our audit does not provide a legal determination of ICS's compliance.

Opinion on Each Major State Program

In our opinion, ICS complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of ICS is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered ICS's internal control over compliance with the types of requirements that could have a direct and material effect on each major state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major state program and to test and report on internal control over compliance in accordance with New Jersey OMB 15-08, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of ICS's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of New Jersey OMB 15-08. Accordingly, this report is not suitable for any other purpose.

December 12, 2019



INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

SCHEDULE 1

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2019

<u>FEDERAL GRANTOR/PASS THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>GRANTOR'S NUMBER</u>	<u>FISCAL YEAR</u>		
			<u>EXPENDITURES</u>	<u>LOANS DISBURSED</u>	<u>SUBRECIPIENT EXPENDITURES</u>
United Statement Department of Labor: Pass-Through State of New Jersey Department of Labor and Workforce Development: Pass-Through County of Union: Workforce Innovation and Opportunity Act	17.258		\$ 38,674	\$ - 0 -	\$ - 0 -
Workforce Innovation and Opportunity Act	17.278		21,760		
			<u>60,434</u>		
Pass-Through County of Hudson: Workforce Innovation and Opportunity Act	17.258		4,573		
Workforce Innovation and Opportunity Act	17.278		10,373		
			<u>14,946</u>		
Pass-Through County of Passaic: Trade and Globalization Adjustment Assistance Act of 2009	17.245	4545TRADE17	17,160		
			<u>17,160</u>		
Pass Through County of Hudson: Trade and Globalization Adjustment Assistance Act of 2009	17.245	4545TRADE18 -	5,720		
			<u>5,720</u>		
			<u>\$ 98,260</u>	<u>\$ - 0 -</u>	<u>\$ - 0 -</u>

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
YEAR ENDED JUNE 30, 2019

STATE GRANTOR/PROGRAM TITLE	STATE/PASS THRU ACCOUNT NUMBER	GRANT PERIOD		FISCAL YEAR EXPENDITURES	CUMULATIVE EXPENDITURES
		FROM	TO		
State of New Jersey, Department of Human Services:					
Pass-Through County of Union:					
Work First New Jersey	TANF / GA - SNAP - GA/SNAP	07/01/18	12/31/19	\$ 335,400	\$ 335,400
Work First New Jersey	TANF / GA - SNAP - GA/SNAP	07/01/17	12/31/18	36,750	299,150
				<u>372,150</u>	<u>634,550</u>
Pass-Through County of Passaic:					
Work First New Jersey	ABE-18044; ESL-18045	07/01/18	06/30/19	281,522	281,522
Work First New Jersey	ABE-17044; ESL-17045	07/01/17	06/30/18	9,499	284,241
				<u>291,021</u>	<u>565,763</u>
Pass-Through County of Hudson:					
Work First New Jersey	453-7-2017-DOL-ICS	07/01/17	06/30/18	28,180	28,180
Work First New Jersey	377-7-2016-DOL-ICS	07/01/16	06/30/17	16,036	96,156
				<u>44,216</u>	<u>124,336</u>
Pass-Through County of Essex:					
Work First New Jersey	Comprehensive WTW Services - Contract 18-070	09/05/18	06/30/19	44,000	44,000
Work First New Jersey	Comprehensive WTW Services - Contract 17-070	09/05/17	06/30/18		160,000
				<u>44,000</u>	<u>204,000</u>
Total State of New Jersey, Department of Human Services				<u>751,387</u>	<u>1,528,649</u>
Office of Customized and Literacy Training Direct Program:					
Opportunity Partnership Training	OPGFY1802010	04/02/18	04/01/19	73,250	77,000
Opportunity Partnership Training	OPGFY1703001	03/01/17	03/01/18		83,500
				<u>73,250</u>	<u>160,500</u>
Total State of New Jersey, Department of Labor and Workforce Development				<u>73,250</u>	<u>160,500</u>
GRAND TOTAL				<u>\$ 824,637</u>	<u>\$ 1,689,149</u>

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

NOTES TO THE SCHEDULES OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2019

(1) GENERAL

The accompanying schedules of expenditures of federal awards and state financial assistance present the activity of all federal and state awards programs of International Communications Solutions, Inc. The Organization is defined in the Notes to the Organization's basic financial statements. All federal and state awards received directly from federal and state agencies, as well as federal awards passed through state and local agencies, is included on the schedules of expenditures of federal awards and state financial assistance.

(2) BASIS OF ACCOUNTING

The accompanying schedules of expenditures of federal awards and state financial assistance are presented using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(3) RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

Amounts reported in the accompanying schedules agree with amounts reported in the Organization's basic financial statements.

(4) RELATIONSHIP TO FEDERAL AND STATE FINANCIAL REPORTS

Amounts reported in the accompanying schedules agree with the amounts reported in the related federal and state financial reports.

(5) OTHER

Matching contributions expended by the Organization in accordance with terms of the various grants are not reported in the accompanying schedules.

(6) LOANS

The Organization had year-end loan balances of \$-0- for Reimbursement Loans, Loan Advances and Revolving Loans.

(7) COST RATE

The accompanying schedules include indirect costs that were claimed for reimbursement using a Cost Rate Proposal approved by the respective pass through entities.

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2019

Section I - Summary of Auditor's Results

Financial Statements

- | | |
|--|------------|
| (1) Type of Auditor's Report Issued: | Unmodified |
| (2) Internal Control Over Financial Reporting: | |
| (a) Material weakness identified? | No |
| (b) Significant deficiencies identified that are not considered to be material weaknesses? | No |
| (3) Noncompliance material to the basic financial statements noted? | No |

Federal Program(s) – Not applicable

State Program(s)

- | | |
|---|------------|
| (1) Internal Control Over Major State Programs: | |
| (a) Material weakness identified? | No |
| (b) Significant deficiencies identified that are not considered to be material weaknesses? | No |
| (2) Type of Auditor's Report issued on compliance for major state program(s)? | Unmodified |
| (3) Any audit findings disclosed that are required to be reported in accordance with N.J. OMB Circular 15-08? | No |

(4) Identification of Major State Program(s):

<u>Program</u>	<u>Identification Number</u>
Work First New Jersey	TANF/GA-SNAP-GA/SNAP
Work First New Jersey	ABE-18044; ESL-18045
Work First New Jersey	453-7-2018-DOL-ICS
Work First New Jersey	Comprehensive WTW Services - Contract 18-070

(5) Program Threshold Determination:

Type A State Program Threshold \geq \$750,000.00
Type B State Program Threshold \geq \$187,500.00 but $<$ \$750,000.00

- | | |
|--|-----|
| (6) Auditee qualified as a low-risk auditee under NJ OMB Circular 15-08? | Yes |
|--|-----|

Section II - Financial Statement Audit - Reported Findings Under Government Auditing Standards

Internal Control Findings

None Reported

Compliance Findings

None Reported

Section III - Findings and Questioned Costs Relative to Major Federal and State Programs

Federal Programs - None Reported

State Programs - None Reported

INTERNATIONAL COMMUNICATIONS SOLUTIONS, INC.

SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2019

Financial Statement Finding

None Reported

State Programs

None Reported