

**BURLINGTON COUNTY WORKFORCE AREA
ELIGIBLE TRAINING PROVIDER AGREEMENT**

Contracting Agency: Burlington County Board of Commissioners
PO Box 6000, 49 Rancocas Road
Mount Holly, NJ 08060

Contractor/Provider

Name:

Address: _____

Phone No. _____ Fax No. _____

This Agreement is entered into between the above-named Contracting Agency, acting as a conduit for the Burlington County Workforce Area (hereafter, the "County" or the "Board") and the above-named Contractor.

Contract Period: July 1, 2021 to June 30, 2023

Section 1 - Definitions

Contracting Agency - as used in this Agreement, means the Burlington County Board of Commissioners acting as a conduit for the Burlington County Workforce Area.

Contractor - as used in this Agreement means an entity responsible for providing the goods or services to be used.

Customer - as used in this Agreement is a person who has been certified as eligible for participation training related activities. A participant must have authorization from the Burlington County American Job Center **prior** to his or her actual commencement in any activity.

Eligible Training Provider ("ETP"): means a school or business which has been approved by the State of New Jersey to provide training pursuant to this Agreement.

Grantor – The New Jersey Department of Labor is authorized to act on behalf of the Governor for employment and training programs.

Grant Recipient – The Burlington County Workforce Development Board as designated by the Burlington County Board of Commissioners is the entity responsible for the funds received from the Grantor and is responsible for all activities related to those funds.

Vendor - as used in this Agreement, means the Contractor/Provider responsible for providing goods or services pursuant to this Agreement.

Section 2 – Assurances and Certifications, General Administrative Regulatory Standards

At a minimum, the Contractor shall be responsible for full compliance with the following:

- * The Workforce Innovations and Opportunity Act
- * USDOL, Employment and Training, WFNJ Final Rules (20 CFR Part 652 et. al) and State regulations
- * Interim Final WFNJ Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof not published as a Final Rule
- * Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- * Personal Responsibility and Work Opportunity Reconciliation Act of 1996, including the Title VIII of the Welfare-to-Work, and Amendments thereof of 1999
- * United States Department of Labor (USDOL) rules and regulations that may be promulgated as it relates to WFNJ
- * WFNJ Non-Discrimination Section 188 and Regulations at 29 CFR Part 37
- * Prohibition on Nepotism, WFNJ interim regulation sec. 667.200(g)
- * Migrant and Seasonal Farm Workers, 20 CFR 653
- * U.S. Welfare to Work Act, rules regulations, directives and procedures of federal and state DOL departments
- * Wagner Peyser Act, Chapter 41 of Title 38
- * Architectural Barriers Act of 1968
- * Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- * Allowable Costs Provisions under the WFNJ, 20 CFR Part 652, et seq.

- * Social Security Act (47 U.S.C. 301 et seq.)
- * Americans with Disabilities Act of 1990
- * Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- * Single Audit Act, 29 CFR Part 96 (as amended by OMB Circular A-133)
- * OMB Circular A-87 Cost Principles (as amended by the Act)
- * Federal/New Jersey Conflict of Interest (and directives)
- * 29 CFR Part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulations)
- * OMB circular 110 (as amended)
- * OMB circular A122 (as amended)
- * Work First New Jersey, Public Law of 1997 and all policies and directives issued there under.
- * New Jersey Department of Labor (NJDOL) rules, regulations and directives including those; on WFNJ
- * NJ Dept. of Human Services/Division of Family Development, (TANF) rules, regulations, directives and procedures
- * Conscientious Employee Protection Act, N.J.S.A. 34:19 - 1, et seq.
- * Work Opportunity Tax Credit Program
- * New Jersey Health and Safety Standards
- * New Jersey Worker Compensation Act
- * New Jersey Treasury Circular 98-07
- * New Jersey Public Contracts Laws, NJSO 40A: 11-1 et. seq.
- * Local Government Ethics, NJSA 40A: 9-22.1
- * SF 424B - Assurances for Non-Construction Programs
- * 29 CFR Part 31, 32 - Non-discrimination and Equal Opportunity Assurances and regulations
- * Certification Regarding Lobbying and regulations, 29 CFR Part 98
- * Drug Free Workplace and Debarment and Suspensions, regulation (29 CFR 98)

Section 3 – Contractor Covenants, Representations, Warranties, Certifications and Agreements

3.1. For agreements that the County expects to exceed \$100,000.00, or if a facility to be used has been the subject of a conviction for violation of the Clean Air Act, Federal Pollution Control Act or any environmental law of the State of New Jersey, the Contractor warrants that:

- (a) No facility to be utilized in the performance of this Agreement has been listed on or is being considered for the Environmental Protection Agency ("EPA") list of Violating Facilities, or is deemed to be in violation of any environmental law by the New Jersey Department of Environmental Protection and
- (b) It will notify the EPA and the County of its receipt of any communications from the EPA, reporting that a facility to be used pursuant to this Agreement is under consideration for EPA's list of Violating Facilities.

3.2. The Contractor understands and agrees to perform in compliance with the terms, conditions and requirements of this Agreement and its attachments and the Contractor's Handbook.

3.3. The Contractor agrees to comply with all applicable federal and State laws and regulations and all County rules governing this program, regardless of whether they are specifically mentioned in this Agreement.

3.4. The Contractor represents that:

- a. It is qualified to render and perform the training services desired and described herein (or by attachment hereto).
- b. It is a State certified or approved school and is designated as such by the State Department of Labor in accordance with New Jersey law or is a vendor approved by the New Jersey Department of Labor, as obtained exclusively through the process contained in Section 122 of WIOA.

3.5. The Contractor acknowledges and agrees to the following:

- a. Inclusion on the ETPL is a prerequisite to eligibility for funding pursuant to the following funding sources: Adult Education and Literacy Act; Community Service Block Grants; Customized Training; Displaced Homemakers; Supplemental Nutrition Assistance Program; HUD Training; Migrant Seasonal Farm workers; Native Americans; Perkins Act; Senior Citizens Employment and Training; Trade Adjustment and North American Free Trade Acts; Temporary Assistance to Needy Families; Unemployment Insurance; Veterans; Vocational Rehabilitation; Wagner-Peyser; Welfare-to-Work; Workforce Innovations & Opportunity Act; and Workforce Development Partnership funds.
- b. It is responsible for continuing compliance with all requirements of the New Jersey Center for Occupational Employment Information (COEI), as well as any requirements of the Burlington County Workforce Development Board including, but not limited to, New Jersey Department of Education, Chapter 18 Certification, or other certification for the type of training to be provided; description of training to be provided; school catalog or bulletin; course modules; documentation of tuition performance bond (surety bond) and specific weekly schedule of all approved courses (including times of attendance).
- c. Contractor's charges for tuition fees, entrance fees, books, supplies, tools and other required materials necessary to receive specific training shall not be higher than the Contractor's catalog price charged to the public to receive the same training.
- d. No customer shall be required or permitted to work or train under working conditions that are unsanitary, hazardous or dangerous to the customer's health or safety.
- e. Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of customers. With respect to any customer in a program conducted under this Act who is engaged in activities that are not covered by the health and safety standards under the Occupational Safety and Health Act of 1970, the Secretary of the US Department of Labor shall prescribe such standards as may be necessary to protect the health and safety of customers.

- f. Hourly wages paid to customers will conform to all applicable current wage and hour regulations. The Contractor shall pay all applicable taxes quarterly. To the extent applicable, State worker's compensation law benefits shall be available with respect to injuries suffered by customers. To the extent such law is not applicable the Contractor shall secure insurance coverage for injuries suffered by the customer.
- g. No customer under 18 years of age shall be employed in any occupation that the Secretary of the U.S. Department of Labor has found to be particularly hazardous for persons between 16 and 18 years of age. Specific questions regarding this regulation may be addressed through the County or the Department of Labor, Wage and Hour Bureau.
- h. No customer in any program will be employed in the construction, operation or maintenance of any facility that is or will be used for sectarian instruction or as a place of religious worship.
- i. No funds available under this Agreement shall be used for contributions on behalf of the customers to retirement systems or plans.
- j. The Contractor, including related subdivisions, and any/all subcontractors, shall maintain full and complete books and records of account in accordance with Generally Accepted Accounting Practices (GAAP), as mandated by State and Federal rules and regulations.
- k. The County and the Burlington County American Job Center is under no obligation to provide or refer any number of participants to the Subcontractor, nor to guarantee any minimum funding under this contract. However, should a participant be referred, it shall accept the participant, after careful assessment for appropriateness into the program, upon the terms and conditions of this agreement.
- l. To comply with the goals of the Center for Occupational Employment Information (COEI) and the State Employment and Training Commission (SETC) to effectively implement a system for education and training program accountability, the Contractor will provide information on every person who enrolls in an occupationally specific training program at the Contractor's facility, regardless of how the training is funded. This data is an integral part of the SETC evaluation responsibilities under P.L. 1989, c. 283.
- m. Neither the County nor its customers will be responsible for costs incurred by the Contractor for programmatic administrative requirements.

3.6. The Contractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. (This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.)

By signing this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department or agency. If Contractor is unable to certify to any of the statements in this Certification, it shall so advise the County.

This certification is a material representation of fact on which the County is relying. If it is later determined that the Contractor knowingly rendered an untrue certification, in addition to other remedies available to the Federal Government the County shall have any remedies available to it at

law and for breach of this Agreement. The Contractor shall provide immediate written notice to the County if the Contractor learns that its certification was untrue when made or that the certification has become untrue by reason of changed circumstances.

The Contractor agrees to include this Section without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The terms used in this Section have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The Contractor shall not knowingly enter any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, or is debarred, suspended, declared ineligible or voluntarily excluded from participation in a covered transaction unless authorized by the County.

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 proposed for debarment under 48 CFR part 9, subpart 9.4, or has been debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. 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 Federal Procurement and Non-Procurement Programs.

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 Section. The knowledge and information of a participant is not required to exceed that which a prudent person in the ordinary course of business normally possesses.

Except for transactions authorized by the County, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, or has been suspended, debarred, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the County may pursue any remedies available to it under New Jersey law as well as breach of this Agreement.

3.7. Conflict of Interest Certification.

By execution of this Agreement the Contractor certifies that in performing services pursuant to this Agreement Contractor knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between the Contractor or its principals or members with the interest of the County of Burlington in general. The Contractor further certifies that it knows of no circumstance or relationship between the Contractor or its principals and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services. (Note: Neither membership on the Burlington County Workforce Investment Board or any of its committees nor the receipt of WIOA funds to provide training and related services, by it, violates these conflict-of-interest provisions 20 CFR 667.200(a)(4) WIOA Regulations.)

The Contractor further acknowledges this is a continuing certification and shall remain in effect for the term of this Agreement.

3.8. Certification Concerning Lobbying Activities.

The making of this certification is a prerequisite to this Agreement imposed by section 1352, Title 31, U.S. Code if the amount payable to the Contractor will exceed \$100,000. This certification is a material representation of fact on which the County is relying in entering into this Agreement. Any person who fails to make this certification or makes it knowing it to be untrue shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each violation.

The Contractor's execution of this Agreement shall constitute the Contractor's certification, made to the best of the Contractor's knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
- 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 any employee of a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in all sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreement and that all sub-recipients shall certify and disclose accordingly.

Section 4 – Contractor Responsibilities

4.1. Training. The Contractor shall provide the employment-based training described on the ETPL on an as-needed basis. Unless the County agrees otherwise in writing, all elements of each course shall be provided. Contractor shall provide adequate physical facilities, instructors and other personnel, equipment, training and all materials necessary to perform the services funded by this Agreement. **All** courses must be made up of classroom instructional hours, with **a minimum of 20 hours**. Only the hours that the instructor is present in the classroom to teach and oversee the class qualifies as Classroom instructional hours.

4.2. On-Line courses must be approved as an ITA and must be on the ETPL. It should be noted that in some cases, some students may complete the course in fewer hours, and some may need more hours due to the individual's skills and learning pace. If a participant drops or does not complete the online program, the cost will be pro-rated based on the participants' attendance. BCAJC will divide the cost of the course as noted on the ETPL by the total number of participant hours attended to arrive at a cost per hour.

4.3. Financial Assistance. The Contractor shall assist customers in the filing of an application for Pell grants and other financial assistance as appropriate. All forms of financial assistance are to be considered and used prior to Workforce Area training funds. Funds obtained from Pell or other Financial Assistance Grants are to be applied to the course cost or paid to the County. The customer is responsible and liable for any portion of the training cost not covered by the County. The Contractor is responsible for providing the County with documentation of all financial aid determinations and funding sources utilized for excess tuition costs by the customer prior to the training start date.

4.4. Enrollment Documentation. The Contractor shall submit to the County documentation of the customer's enrollment or non-enrollment. **Documentation of enrollment is to be delivered to the County within three (3) calendar days of the customer's completion of mandatory attendance of the first five (5) scheduled training days. Failure to comply with this requirement shall constitute grounds for the County to cancel funding to the Contractor for the customer's training.** The Contractor is responsible for completing the Program Description for the Individual Training Account and submitting it to the Burlington County American Job Center prior to the customer's start of training.

4.4. Customer Status Changes. Within five (5) business days, and PRIOR to, a customer's status change the Contractor shall deliver a Status Change Report form. A status change includes, but is not limited to, withdrawal of a customer from training, completion of training, change in personal information (e.g., address, telephone number, etc.), extension request or change in daily attendance hours. Contractor's failure to comply with this requirement shall constitute grounds for County suspension of the Contractor for other contracts and/or termination of this Agreement.

4.5. A customer shall not be retained by the Contractor when the customer fails to meet the Contractor's minimum standards of academic progress as stated in the Contractor's bulletin/school catalog. In any event, the following standards apply:

- * Proprietary Schools - Customer must have a "B" average or better and at least a one hundred percent (100%) attendance rate.
- * Community/4 Year Colleges/Adult High School – transcript of prior semester's courses and grades, showing the customer as a full-time student who maintains a "B" average or better and a one hundred percent (100%) attendance rate.

4.6. The Contractor is responsible for submitting a copy of the Recognized Skill Credential attained by the customer **within five (5) days** of receipt of said credential to the Burlington County American Job Center.

4.7. Job Development and Placement. The Contractor **must** provide job development and placement services to all customers by providing job leads, counseling, additional background information and/or other beneficial services in the same manner as is offered to the general public. If Contractor cannot provide on-site placement assistance the Contractor must, at a minimum, work with a Counselor of the Burlington County American Job Center to ensure placement of each customer.

4.7.1. Job development and placement shall be in unsubsidized, permanent, long-term employment in the general occupational target for which the customer was trained. Such placement must be

accomplished no later than thirty (30) days after the last date of training except for occupations that require testing/licensing/certification where a formal extension has been granted. The Contractor will place customers in jobs in which the wages are minimally at the common, or prevailing entry-level wage as others in the same or similar occupation. Retention in unsubsidized employment must be for no less than nine (9) months after entry into the employment.

4.7.2. The Contractor shall inform the Burlington County American Job Center of a customer's job placement within five days of the date of such placement and no more than thirty (30) days after the course completion and/or receipt of a credential. All placement documentation must be sent to the WIOA Program Quality Analyst, Burlington County American Job Center, 795 Woodlane Road, PO Box 6000, Westampton, NJ 08060.

4.7.3. The Contractor shall transmit a "Placement Report" form to the County when a customer is placed into unsubsidized, permanent, long-term employment. The "Placement Report" form is also required to be sent three, six and nine months after entrance into employment, reporting the customer's employment status. Failure to comply with these requirements constitutes grounds for the County's suspension and/or termination of this Agreement.

Section 5 - Evaluation of Contractor/Performance Standards

5.1. The Contractor will be evaluated on the following performance standards determined by the Burlington County Workforce Development Board and/or the New Jersey Department of Labor and Workforce Development. These standards include:

- * **Ninety (90%)** Course Completion Rate.
- * **Ninety (90%)** Credential Rate within 90 days after course completion and
- * **Ninety (90%)** Entered Employment Rate within 30 days of course completion and/or receipt of credential.

Placement must remain at a minimum of **90%**. Contractor's failure to maintain at least a 90% placement rate constitutes grounds for County suspension and/or termination of this Agreement.

5.2. All performance standards established under the terms of this Agreement may be modified, subject to the negotiated levels of performance between the New Jersey Department of Labor, the County of Burlington, and the Burlington County Workforce Development Board.

5.3. The Contractor is responsible for complying with all reporting requirements of the County. All forms can be found in the Eligible Training Provider's Handbook or by contacting the Burlington County American Job Center.

5.4. Access to Records. For the purposes of evaluating and reviewing programs established or provided for by the Workforce Innovations & Opportunity Act, the State, the County, the Comptroller General of the United States, and other US Department of Labor officials shall have access to all staff, and access to and the right to copy any books, accounts, records (including computer records), correspondence, time and attendance records or other documents pertinent to such programs that are in the possession, custody, or control of any recipient of funds under this Act, or any sub grantee or subcontractor of such recipients.

5.5. Record Retention. All records, timesheets and attendance records, books, account, and other financial records are to be kept a minimum of four (4) years. Such period of access and retention of records shall continue until any and all claims, appeals, litigation, or disputes arising under this Agreement have been terminated or satisfactorily completed.

Section 6 – Payment to Contractor

6.1. Conditions of County Payment. County payment to the Contractor is subject to the terms and conditions set forth in this Agreement and the following:

- a. The amounts shall be those specified on the ETPL.
- b. County payment is **contingent** on the County's receipt of funding from the State of New Jersey. Funding appropriated herein does not reflect possible reductions and/or rescissions that may occur.
- c. The County will pay a maximum of four thousand dollars (\$4,000.00) for tuition per customer funded with Burlington County Workforce Area monies (i.e., WIOA Title I, WDP, TANF, etc).
- d. The Contractor must complete a Support Needs and Certification Costs worksheet, and have it approved by the BCAJC for all costs that exceed the \$4,000.00 tuition cap. If the customer is in good standing with the BCAJC, reimbursement will be made after the invoice is submitted to the fiscal department with any required back-up documentation.
- e. The County will pay only for the time the customer has attended training. If the customer drops from training, the County is liable for payment up to when the customer dropped from training. The BCAJC will divide the cost of the course as noted on the ETPL by the total number of participant hours attended to arrive at a cost per hour.
- f. The County may pay for licenses, tests or certifications, (including those contingent upon first year membership dues into an organization) of any credentials associated with course completion and subsequent employability above the \$4,000 cap on a reimbursement basis. These tests or certifications can be done on or off the premises of the Contractor's campus. This does not include any costs that are already built into the overall price listed on the New Jersey State Eligible Training Provider List. The Contractor must complete a Support Needs and Certification Costs Worksheet and have it pre-approved by the Burlington County American Job Center. If the customer is in good standing with the Burlington County American Job Center, reimbursement will be made after the invoice is submitted to the fiscal department with any required back-up documentation.
- g. If the course cost exceeds the County's maximum of \$4,000.00 per customer, minus the certification costs, the Contractor is required to have in place a signed financial agreement with the customer covering responsibility and liability of the excess due. One copy of the signed agreement between Contractor and the customer is to be forwarded to the County. This financial agreement is to clearly state the source of funds to cover the portion not covered by the County.

- h. If the customer is subsequently terminated from the training due to an inability to meet his/her financial obligation to the Contractor, the Contractor is obligated to reimburse the County the full amount paid to the Contractor.
- i. Services rendered or costs incurred prior to or after the term stated on the front page of this Agreement shall not be compensated or reimbursed without the express written approval of the County.
- j. The Contractor is liable for the return of any payment received from the County that the County has determined to be unauthorized, improper, or illegal. The County shall have the right to withhold from future payment amounts sufficient to recover unauthorized, improper or illegal payments.
- k. Public or private non-profit Contractor revenues in excess of costs (profits) are to be treated as program income. Accordingly, these funds may be retained by the Contractor or by the County. The excess funds or profits must be used to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. The Contractor shall comply with State accounting and record-keeping requirements so that the amount of program income accrued by the Contractor can be determined; The Contractor shall maintain records that account for the use of these funds, in anticipation of possible audit.
- l. The Contractor shall be liable to repay to the County such amounts, from funds other than funds received under the Workforce Innovation & Opportunity Act, upon determination of a disallowed expenditure of funds due to willful disregard of the requirements of the Workforce Innovations & Opportunity Act gross negligence, or failure to observe accepted standards of administration.

6.2. Procedure for Payment. The following terms apply to the County's payments:

- a. The Contractor shall submit proper invoices for the cost stipulated in the Individual Training Accounts that are part and parcel of this Agreement for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Agreement. Invoices are to be submitted between the last calendar day of the month and **no later** than the fifth calendar day of the subsequent month.
- b. Invoices are to include submission of a customer's time/attendance and performance for the period invoiced. Due to a customer's eligibility for some federal or state funded programs, the Contractor may be responsible for submitting timesheets on a weekly basis to the County. The weekly submittal of these timesheets will be essential to the continuation of funding.
- c. Timesheets reporting the customer's instructional time attendance can either be the form provided by the County or a timesheet used by the Contractor, if approved by the County prior to Contractor's use. The Contractor will give the County such assurances or proofs that it may request that time sheets and attendance records have not been pre-signed.
- d. Payment shall be made through use of a voucher system. Vouchers will be initiated from invoices received and mailed back to the Contractor for signature. Upon receipt of the signed voucher, the County will process it for payment. Request for final billings must be

submitted within thirty (30) days of the last day of the approved training. Requests made beyond these periods will not be honored.

- e. The customer is liable for all institutional fees (as determined by the New Jersey Department of Education guidelines) associated with dropping or withdrawing from the course or training school, or changing from one course to another within the same training school. A customer is not allowed to change from one course to another without the County's prior, written approval.

Failure to abide by the above shall constitute grounds for suspension and/or termination of this Agreement.

Section 7 - Preconditions to Agreement

7.1. Equal Opportunity & Nondiscrimination – Federal. Contractor is obligated to comply with the federal laws and regulations listed below. The United States has the right to seek judicial enforcement of these requirements.

- a. Section 188 of the Workforce Innovations & 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 citizen/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted programs or activity.
- b. Title VI, Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs.
- f. Americans with Disabilities Act which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- g. The Drug Abuse Office and Treatment Act of 1972, 21U.S.C. 1101, et seq. as amended, relating to nondiscrimination based on drug abuse or alcoholism.
- h. Sections 523 and 527 of the Public Health Service Act, as amended, relating to confidentiality of alcohol and drug abuse patient records.
- i. Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing.

- j. 29 CFR parts 37 and all other regulations implementing the laws listed above. (This assurance applies to the grant applicant's operation of the Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity.)

7.2. New Jersey Affirmative Action/Nondiscrimination Provisions. The State of New Jersey requires that the following provisions be included in service contracts.

For the purpose of this section the following words and terms have the meanings stated:

"Division of Contract Compliance and Equal Opportunity in Public Contracts" means the Affirmative Action Office established in the State of New Jersey, Department of the Treasury.

"Public agency" means the County of Burlington.

"Subcontractor" means a third party that is engaged by a contractor to perform, pursuant to a subcontract, all or part of the work included in a public agency contract.

"Treasurer" means the Treasurer of the State of New Jersey or his or her designee.

Note: A subcontractor having a total workforce of four or fewer employees and subcontractors having an existing federally approved or sanctioned affirmative action program are not required to comply with 7.2.6 – 7.2.9 below.

During the performance of this contract the Contractor agrees as follows:

The Contractor shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

7.2.1. 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 or sex.

7.2.2. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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.

7.2.3. In all solicitations or advertisements for employees placed by or on their behalf the Contractor, or Subcontractor, where applicable will 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 or sex.

7.2.4. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.2.5. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time.

7.2.6. The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and Equal Opportunity in Public Contracts pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.

7.2.7. The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions that it does not discriminate based on age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7.2.8. 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.

7.2.9. 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 or sex and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable federal court decisions.

7.2.10. The Contractor shall submit to the public agency, prior to execution of a public agency contract, one of the following three documents:

i. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program.

ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or

iii. An initial employee information report (Form AA 302) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and completed by the Contractor in accordance with N.J.A.C. 17:27-4.

7.2.10.1. If the Contractor intends to comply with the requirement of 7.2.10 above through submission of an initial employee information report the Contractor, or Subcontractor, where appropriate, hereby certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and agrees to submit immediately to the Division of Contract Compliance and Equal Opportunity in Public Contracts a copy of the initial employee information report.

7.2.11. The Contractor shall not enter a subcontract with a subcontractor unless the subcontractor has submitted to said Contractor one of the three documents specified in 7.2.10 above unless the subcontractor is located outside of the State of New Jersey or has four or fewer employees.

7.2.12. This contract may be canceled or terminated by the Board and all money due or to become due hereunder may be forfeited for any violation of the above provisions.

7.2.13. The Contractor and its subcontractors shall furnish such reports and other documents to the Division of Contract Compliance and Equal Opportunity in Public Contracts as may be requested by the office from time to time in order to carry out the purposes of the regulations adopted at N.J.A.C. 17:27-1.1 et seq.

7.3. Insurance Requirements. The Contractor is required to maintain the following policies of insurance during the term of the contract:

- a. Not less than the minimum Workers' Compensation and Employer's Liability insurance required by New Jersey law.
- b. Commercial General Liability including Products/Completed Operations liability coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) annual aggregate.
- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.
- d. Professional Liability (errors and omissions) insurance in the amount of one million dollars (\$1,000,000) for each wrongful act and two million dollars (\$2,000,000) aggregate.

The contractor shall submit to the County of Burlington Certificates of Insurance evidencing that said insurance will be in effect during the term of this Agreement. The County of Burlington shall be named as additional insured under the Commercial Liability with respect to activities conducted by Contractor pursuant to this Agreement. The Certificate of Insurance shall contain a 30-day notice of cancellation.

Certificates are to be issued to Burlington County Board of Commissioners
49 Rancocas Road
P.O. Box 6000
Mount Holly, New Jersey 08060-6000
Attention: Insurance and Risk Management

7.4. New Jersey Business Registration Requirements.

The following provisions apply to the Contract the Contractor is (a) a not-for-profit business or (b) a body corporate and politic of the State of New Jersey.

For this Agreement, the following terms have the meanings stated below.

"Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

"Proof of registration" means a copy of the organization's "Business Registration Certificate" issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not the Contractor and (b) knowingly provides goods or performs services for Contractor or another subcontractor in the fulfillment of the Contractor's responsibilities pursuant to this Agreement.

7.4.1. The Contractor shall submit proof of registration to the County.

7.4.2. The Contractor shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the County.

7.4.3. Final payment pursuant to this Agreement shall not be owed to the Contractor until the Contractor has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the Contractor has certified that no subcontractors provided services in connection with this Agreement.

7.4.4. For the term of this Agreement the Contractor and each of its affiliates and subcontractors and each of the subcontractors' affiliates, N.J.S.A. 52:32-44(g)(3), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the County.

Section 8 – Rights of County and Others

8.1. The County shall have the rights stated herein.

- a. At any time during normal business hours and as often as the County, the US Comptroller General, Auditor General of the State of New Jersey, or the County may deem necessary, the Contractor shall make available to the County for examination, all of its records with respect to all matters covered by this Agreement. The County, Auditor General of the State of New Jersey, Grantor, and the US Comptroller General shall have the authority to audit, examine,

and make excerpts or transcripts from records, including all contacts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- b. The County shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the County, the County reserves the right to withhold any or all the funding to the Contractor until such time as they do meet these standards.
- c. The County shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor until such time as they do meet these standards.
- d. The County may require the Contractor to use any or all the County's accounting or administrative procedures in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.
- e. The County reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.
- f. The County and its officers, agents, servants and employees shall have the right to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement.
- g. Subject to the discretion of the County, certain authorized members of the County shall have the right to be present at all the Contractor's staff meetings, Board of Director meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Agreement.

When fiscal or special audits determine that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the County's final determination of the disallowed costs, in accordance with the procedures established under the Workforce Innovation & Opportunity Act and applicable terms and conditions, pursuant to the grant that exists between the County and the New Jersey Department of Labor.

8.2. Patent Rights.

Subject to the provisions of this Section and 35 USC 203 the Contractor shall have such patent rights as it may hold. With respect to any invention in which the Contractor retains title, the County shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

8.3. Rights to Data – Definitions.

Computer Software – as used in this Section means computer programs, computer databases, and documentation thereof.

Data – as used in this Section, means recorded information, regardless of form or the media that may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, Fit and Function Data – as used in this Section, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements, but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited Rights Data – as used in this Section means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

Restricted Computer Software – as used in this Section, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

Restricted Rights – as used in this Section, means the rights of the County in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

Technical Data – as used in this Section, means that data (other than computer software) which are of scientific or technical nature.

Unlimited Rights – as used in this Section, means the right of the County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, and any manner and for any purpose, and to have or permit others to do so.

8.4. Allocations of Rights. Except as otherwise provided in this Section regarding copyright, the County shall have unlimited rights in the following:

- * Data first produced in the performance of this Agreement.
- * Form, Fit and Function data delivered under this Agreement.
- * Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Agreement; and,
- * All other data delivered under this Agreement unless provided for limited rights data or restricted computer software.

The Contractor shall have the right to:

- * Use, release to others to reproduce, distribute, or publish and data first produced or specifically used by the Contractor in the performance of this Agreement, unless provided otherwise in this Section.
- * Protect from unauthorized disclosure and use those data that are limited or restricted computer software.
- * Substantiate use of, and, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs this Section; and,
- * Establish claim to copyright subsisting in data first produced in the performance of this Agreement to the extent provided in this Section.

8.5. Data first produced in the performance of this Agreement. Except as otherwise specifically provided in this Agreement, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this Agreement. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17USC 401 or 402 and acknowledgment of County sponsorship (including Agreement reference) to the data when such data are delivered to the County, as well as, when the data are published or deposited for registration as a published work in the US Copyright Office.

8.6. For data other than computer software, the Contractor grants to the County and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.

8.7. Data not first produced in the performance of this Agreement. The Contractor shall not, without prior written permission of the WIOA Director or Assignee, incorporate in data delivered under this Agreement any data not first produced in the performance of this Agreement and which contains the copyright notice of 17 USC 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth above, provided, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made a part of this Agreement.

8.8. Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Agreement and to include such notices on all reproductions of the data.

8.9. Release, Publication and Use of Data.

The Contractor shall have the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by the Contractor in the performance of this Agreement, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Section or expressly set forth in this Agreement.

The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this Agreement which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the WIOA Director or Assignee.

8.10. Protection of limited rights data and restricted computer software.

When data other than that listed above is specified to be delivered under this Agreement and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data the Contractor shall withhold such data and not furnish it to the County under this Agreement. As a condition of this withholding, the Contractor shall identify the data being withheld and furnish form, fit and function data in lieu thereof. Limited rights data that are formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

8.11. The Contractor is responsible for obtaining from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the County under this Agreement. If a subcontractor refuses to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

8.12. Notice and Assistance Regarding Patent and Copyright Infringement. The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Contractor has knowledge.

8.12.1. In the event of any claim or suit against the County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County except where the Contractor has agreed to indemnify the County.

The Contractor agrees to include, and require inclusion of, this Section in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

8.13. The Contractor shall indemnify the County and its officers, agents, servants and employees against liability, including costs for infringement of any United States patent, (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 USC 181), arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification or repair of real property, hereinafter referred to as "construction work", under this Agreement, or out of the use of disposal by or for the account of the County of such supplies or construction work.

This indemnification shall apply to infringements that result from (a) compliance with specific written instruction for the WIOA Director or Assignee directing a change in supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor; (b) addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (c) a

claimed infringement that is unreasonably settled without the consent of the Contractor, unless said settlement is required by final decree of a court of competent jurisdiction.

The County shall notify the Contractor as soon as practicable of any suit or action brought against it alleging patent infringement and shall give Contractor the right to participate in its defense.

Section 9 - Miscellaneous Terms.

9.1. Indemnification of the County. The Contractor shall be solely responsible for and shall keep, save and hold harmless the Recipient, the Burlington County Workforce Development Board and the Burlington County American Job Center, the County of Burlington and its officers, employees, servants and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property of any persons, agency, corporations or government entity, which shall arise out of the course of or in consequence of any acts or omissions of the Contractor, its employees, agents or subcontractors, in the performance of the work covered by this Agreement or the failure to comply with the terms and conditions of the Agreement. The Contractor's liability in this Agreement shall continue after the termination of the Agreement with respect to any liability, loss, expenses or damage, resulting from acts or omissions occurring prior to termination. This indemnification obligation is not limited by but is in addition to other insurance obligations contained in this Agreement.

9.2. The Burlington County Workforce Innovation & Opportunity Act Program assumes no liability with respect to bodily injury, property damage, illness or any other damages or losses, or with respect to any claims arising out of any activity under this Agreement or any program modifications thereto, whether concerning persons or property of the Contractor, Contractor's organization or any third party.

9.3. This Agreement may be modified by the County by written notice to the Contractor. This Agreement may be modified by the Contractor only by a written modification executed by both the County and the Contractor.

9.4. The Contractor shall not assign this Agreement or any part thereof unless otherwise provided or without the written consent of the County, but in no case, shall such consent relieve the Contractor from the obligation under, or change the terms of this Agreement.

9.5. The Contractor shall not transfer or assign any Agreement funds or claims due or to become due without the written approval of the County. The transfer or assignment of any Agreement funds, either in whole or in part by interest therein, which shall be due or become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the County is concerned.

Section 10 - Defaults, Remedies and Termination

10.1. The County may impose sanctions and corrective actions for violations of this Agreement. If program costs/participant costs, performance and goals are not satisfactorily being met, the County/BCAJC reserves the right to require a corrective action plan, and should the Subcontractor not submit or implement the plan satisfactorily within 30 days, the County/BCAJC shall have the right to terminate the contact in accordance with the terms of this agreement.

10.2. Whenever, because of financial and compliance audits, procurement reviews or otherwise, the County determines there is a violation of a specific provision of the Workforce Innovation & Opportunity Act or the regulations, and required corrective action has not been taken, the County may choose to terminate any or all applicable Agreements.

10.3. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 (five) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

10.4. Termination for Convenience. Contractor's performance of work under this Agreement may be terminated, in whole, or from time to time, in part, by the County whenever the County determines that such termination or suspension is in the best interest of the Workforce Investment Area. Termination of work hereunder shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

10.4.1. After receipt of the Notice of Termination, the Contractor shall cancel outstanding commitments covering the procurement of rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice.

10.4.2. With respect to such canceled commitments the Contractor shall settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The County may authorize the Contractor to assign to the County in the matter, at the time and to the extent directed by the County, the rights, titles and interest of the Contractor under the orders and subcontracts so terminated. The County shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

10.5. Termination for Reduction in Funding. It is understood that this Agreement is financed with government funds and if the funds should cease to be available for this Agreement, the County will have the right to terminate this Agreement by giving written notification to the Contractor indicating such termination and specifying the date of such termination. The County shall have no obligation to obtain substitute funding to replace the funds no longer available.

10.6. Termination for Emergency. In emergency situations, as determined by the County, to protect the integrity of the funds, the safety of customers, or in situations where labor disputes or layoffs occur, the County may immediately terminate or suspend this Agreement, in whole or in part. The County shall notify the Contractor of the reason for the action.

10.7. This Agreement, including all attachments hereto and made a part thereof, constitutes the complete agreement between the parties herein. If any part of this Agreement is deemed legally void, the remainder of this Agreement shall remain in full force and effect.

10.8. The Contractor's signature on this Agreement shall be applicable to all Contractor certifications included in this Agreement. All certifications shall be deemed to include the following text: "I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment."

10.9. This Agreement is subject to and shall be governed by the laws of the State of New Jersey.

10.10. All notices shall be sent by certified mail to the addresses contained herein.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed By their duly authorized agents.

FOR THE CONTRACTOR:

Signature

Date

Signatory's Typed/Printed Name

Signatory's Title

FOR BURLINGTON COUNTY

Kelly West
Workforce Development Board

Date

Eve A. Cullinan
County Administrator

Date

**Burlington County American Job Center
Training Provider / Private Vocational School Grievance Procedure**

As the Grant recipient, the Burlington County Workforce Development Board (WDB) assures that a grievance procedure has been established for resolving any complaint and/or grievance filed against the Burlington County American Job Center in the administration of programs operated and funded under the Workforce Innovations & Opportunity Act (WIOA).

The Burlington County Workforce Development Board has the authority to establish these procedures pursuant to the Workforce Innovations & Opportunity Act (WIOA).

Please note this is **not** the same as the customer grievance process.

1. FILING THE COMPLAINT

A. All complaints shall be submitted in writing and shall be made within one (1) year of the alleged occurrence, except for complaints alleging fraud or criminal activity. All complaints involving discrimination shall be submitted in writing within 180 days of the alleged occurrence.

B. All written complaints shall be submitted to the attention of:

Martin Nock, Manager
Burlington County American Job Center
795 Woodlane Road
PO Box 6000
Westampton, NJ 08060-6000

2. CONTENTS OF THE COMPLAINT: The written complaint shall contain the following information:

A. Full name, address and telephone number of the person and/or organization making the complaint.

B. Full name and address of the person(s), unit of government or other organization against which the complaint is being made.

C. A clear and concise statement of the facts giving rise to the grievance or complaint. This shall include dates, locations, and names of witnesses pertinent to the alleged violation.

D. Copies of any documents supporting the facts alleged shall be attached to the complaint.

E. Provisions of the Act or other requirement pursuant to the Act believed to be violated.

3. INFORMAL RESOLUTION PROCEDURE

A. Upon receipt of a written complaint, the recipient will send acknowledgment thereof.

B. The complaint shall be thoroughly reviewed by the American Job Center Manager or designee. C. The Internal Monitor or designee shall conduct a fair and impartial investigation, including interviews with the affected party, to determine the facts relative to the complaint to attempt to informally resolve the complaint within thirty (30) business days.

C. If the American Job Center Manager or designee cannot affect an informal resolution to the satisfaction of the complainant, the complainant may request a formal resolution process.

4. FORMAL RESOLUTION PROCEDURE:

Upon notification of complainant's dissatisfaction with the informal resolution decision, the Director of the Workforce Development Board will review the findings. At a minimum, the

Director of the Workforce Development Board will provide the vendor/sub-recipient and/or other interested parties with the following:

- A. This hearing shall be held within thirty (30) working days of the receipt of the complaint.
- B. The procedure shall include written notice indicating the date, time, and place of the hearing, the way it shall be conducted, and the specific issues to be decided. Other interested parties may apply for notice. Such other interested party shall be a person or organization potentially affected by the outcome. The notice to the other interested party shall include the same information furnished to the complainant and shall further state whether such interested party may participate in the hearing and, if applicable, the method by which he/she may request such participation.
- C. The complainant shall have the opportunity to withdraw the request for a hearing in writing prior to the hearing.
- E. The complainant shall have the opportunity to bring witnesses and documentary evidence.
- G. The complainant shall have the opportunity to question any witness or parties.
- H. The complainant shall have the right to assistance by an impartial hearing officer.

- 5. **NOTICE OF LOCAL LEVEL DECISION:** The complainant will be informed in writing of the findings of the Director within sixty (60) days of the conclusion of the formal hearing process. This period may be extended with the written consent of all parties for a good cause.
- 6. **APPEALS TO THE STATE:** If a complainant receives a decision unsatisfactory to the complainant, the complainant then has the right to request a review of the complaint by the Supervisor of the Monitoring and Compliance Unit - New Jersey Department of Labor and Workforce Development Division of One Stop Coordination and Support.

NOTE: The complainant must exhaust the remedies at each level prior to making an appeal to the next higher level.

If you wish to file an appeal to the State, the request for review shall be filed within ten (10) days of receipt of the adverse decision. Request for Director's review shall be sent to:

**Monitoring & Compliance Unit
New Jersey Department of Labor & Workforce Development
Division of One Stop Coordination & Support
P.O. Box 055
Trenton, NJ 08625-0055**

In order to be able to review your grievance adequately, you need to provide all information about the grievance to the Supervisor of the Division of One Stop Coordination and Support, including the following:

- A. Your full name, address and telephone number.
- B. The full name and address of the person or agency against whom your complaint was made.
- C. A clear and concise statement of the facts of your grievance.
- D. The date your grievance was filed with the Burlington County American Job Center.
- E. The date of the alleged act or occurrence for which the complaint was filed.
- F. The date the written decision was made or the date the decision should have been made.
- G. Any provisions of the Workforce Innovations & Opportunity Act or other Agreements under this law that you believe have been violated.

H. A statement of other steps you pursued with other government agencies regarding your complaint if such steps were taken.

I. A copy of the Internal Monitor's written decision if such was given to you.

The Director of the Division of Employment and Training will review or arrange for the review of your complaint and issue you a written response thirty (30) days after receiving your complaint.

If the complaint or grievance is based upon alleged discrimination regarding handicapped status, the complaint/grievance shall be submitted to:

**New Jersey Department of Labor
Office of Monitor Advocate and Affirmative Action Programs
John Fitch Plaza – Room 902B
Trenton, NJ 08625
Attention: Director, Monitor Advocate and EEO Programs**

I have read all the above information and shall assure compliance with 188(a) and (b) of the Act by abiding by the terms of the Grievance/complaint system in place at the Burlington County American Job Center. A copy of this grievance procedure is included in this contract package:

I certify that I have read the above and this organization shall assure compliance

Name, Title Date

Organization

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, the vendor 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 vendors 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 vendors policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and,
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C) Making it a requirement that each employee to be engaged in the performance of the contract 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 contract, the employee will;
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- E) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A), B), C), D), E) and F).

Signature

Date

Signatory's Typed/Printed Name

Signatory's Title