

Res. # 2022-00457
7/13/22

AGREEMENT FOR PROVISION OF SERVICES

THIS AGREEMENT is made and entered into by and between the following:

Board of Commissioners of the County of Burlington, a body politic and corporate of the State of New Jersey, having administrative offices at 49 Rancocas Road, Mount Holly, New Jersey 08060 (the "Board" or "County");

Burlington County Workforce Development Board, 795 Woodlane Road, Westampton, New Jersey 08060 (the "WDB"), and

Burlington County Board of Social Services, established by the County, a body politic and corporate of the State of New Jersey, 795 Woodlane Road, Westampton, New Jersey 08060 (the "BSS").

WITNESSETH:

WHEREAS, the County has received Work First New Jersey Funds (the "WF Funds") for use in the WDB area; and

WHEREAS, the County and the WDB have determined that the BSS could best provide certain of the services that are funded with this money and BSS is willing to provide them; and

WHEREAS, the County, the WDB and the Board are authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. to enter into contracts for the joint provision of services;

NOW, THEREFORE, in consideration of the benefits accruing to each, the parties agree as follows:

1. Term of Agreement. This agreement shall be for the term July 1, 2021 through June 30, 2023, unless extended on the written agreement of the parties.
2. The agreement shall be effective on execution by both parties and Board approval of all documents that BSS is required to submit to the County.
2. Funding. \$460,500.00 of the WF Funds is allocated for BSS's services. The County shall have the right to specify limits on use of these funds for various services.
3. County and WDB Responsibilities.
 - a. The County and the WDB shall be responsible for providing the necessary assistance, oversight, monitoring, training and education services to ensure that the funds are expended according to the WDB's Unified Workforce Development Plan and shall perform other oversight and monitoring duties as required with this allocation.

- b. The American Job Center shall be responsible for monitoring all customers tracking information received by the Board to ensure proper maintenance of the New Jersey Department of Labor and Workforce Development's One-Stop Operating System.

4. BSS Responsibilities.

- a. BSS shall utilize funds in strict compliance with the WDB's Unified Workforce Development Plan as well as with Work First New Jersey, New Jersey Department of Labor and Workforce Development/Department of Human Service directives, guidelines, all applicable statutes, rules and regulations and Orders.
- b. BSS shall be responsible for Case Management Services for Eligible participants. Temporary Assistance to Needy Families (TANF) Case Management Services shall not exceed \$375,000.00 and General Assistance (GA)/Supplemental Nutritional Assistance Program (SNAP) case management services shall not exceed \$85,500.00.
- c. BSS shall be responsible for submitting all customers tracking information to the American Job Center for proper maintenance of the New Jersey Department of Labor and Workforce Development's One-Stop Operating System.

5. County Rights. The Board and its authorized agents shall have the right to visit BSS premises and to inspect BSS records as it deems necessary for quality assessment and monitoring. Said monitoring and quality assessment shall be in accordance with State of New Jersey, Department of Labor and Workforce Development standards and policy procedures.

5.1. Sharing of Information. The WDB, Burlington County American Job Center and BSS shall share training information, administrative contracting, financial reporting and customer tracking in cooperation with the New Jersey Department of Labor and Workforce Development.

6. Default by BSS. If BSS fails to fulfill its obligations under this Agreement in a timely and proper manner, or if BSS violates any term of this Agreement, the Board shall have the right to terminate this contract by giving written notice to BSS. In such event, all finished or unfinished documents, data, studies and reports prepared by BSS in the performance of services required herein shall, at the option of the Board, become the Board's property and shall be delivered to the Center not later than ten days after contract termination.

6.1. BSS's Liability in the event of Board termination. In the event the Board terminates this Agreement pursuant to the preceding paragraph BSS shall not be relieved of liability to the Board for damages sustained by the Board because of BSS's breach. The Board shall have the right to withhold any payments to BSS for the purpose of setoff until such time as the exact amount of damages due to the Board is determined.

7. 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:

"Contractor" means the BSS.

"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 BSS to perform, pursuant to a subcontract, all or part of the work included in this contract.

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

During the performance of this contract BSS, as the "Contractor", agrees as follows:

a. 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.

b. 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.

c. 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.

d. The Contractor or subcontractor, where applicable, will 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.

e. 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.

f. 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.

g. 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, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

h. The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, 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 or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

i. 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.

j. In conforming with the applicable 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 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.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

l. The Contractor, and its Subcontractors, shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

7.1. 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.

8. Insurance Requirements. In recognition of the fact that WDB and BSS are jointly insured along with the County of Burlington in the same insurance Fund K/A as the Burlington County Insurance Commission (BCIC), and since all members of this Fund share the same insurance limits, coverages, terms and conditions, insurance requirements usually imposed by the County on "contractors" and "vendors" who are working in the interest of the County are hereby waived.

9. New Jersey Business Registration Requirements.

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

For the purpose of 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 BSS and (b) knowingly provides goods or performs services for Contractor or another subcontractor in the fulfillment of BSS's responsibilities pursuant to this Agreement.

9.1. BSS shall submit proof of registration to the County.

9.2. BSS 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.

9.3. Final payment pursuant to this Agreement shall not be owed to BSS until BSS 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, BSS has certified that no subcontractors provided services in connection with this Agreement.

9.4. For the term of this Agreement BSS 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.

9.5. A business organization that fails provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each business registration copy not properly provided pursuant to this Agreement.

10. Conflict of Interest Certification. By execution of this Agreement BSS certifies that in performing services pursuant to this Agreement BSS knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between BSS or its principals or members with the interest of the County of Burlington in general. BSS further certifies that it knows of no circumstance or relationship between BSS 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. BSS acknowledges this is a continuing certification, which shall remain in effect for the term of this Agreement.

10.1. Certification Concerning Contract Award. BSS hereby affirms that no person has made or agreed to make on BSS's behalf any valuable gift, whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon or have any other direct influence on the selection of BSS as a contractor within the two years preceding execution of this Agreement.

11. Indemnification of the County. BSS shall be solely responsible for and shall keep, save and hold harmless the County of Burlington, the Burlington County Workforce Development Board and the Burlington County American Job Center, and their 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 BSS, 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. BSS'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.

12. Changes to Contract. This Agreement may be modified by the County by written notice to BSS. This Agreement may be modified by BSS only by a written modification executed by both the County and BSS.

13. Assignment by BSS. BSS 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 BSS from the obligation under, or change the terms of this Agreement.

13.1. Transfer or Assignment of Funds. BSS 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 BSS, shall not be binding on the County.

14. Termination for Reduction in Funding. BSS acknowledges that this Agreement is financed with government funds and in the event that the funds should cease to be available for this Agreement, the County will have the right to terminate this Agreement by giving written notice to BSS 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.

15. 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.

16. BSS acknowledges that BSS is and will be acting and performing services as an independent contractor. BSS shall not at any time act as agent for the Board except in the provision of the services expressly stated herein. Nothing herein shall be construed to create an employer-employee relationship between the Board and BSS nor any of BSS employees.

17. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach. Failure of the Board to declare BSS in breach of this Agreement shall not operate or be deemed to be a waiver thereof.

18. This Agreement shall be governed by and construed in accordance with New Jersey law. If any provision of this Agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

19. Board approval of or payment for BSS services shall not constitute nor be deemed to be a release of responsibility and liability of BSS, its employees, associates, agents and consultants for the competency of BSS's work, nor shall such approval or payment therefore be deemed to be an assumption of such responsibility by the Board for any defect in BSS's work or any act or omission by BSS which is found to be wrongful or negligent by a court of law or administrative agency ruling.


20. This instrument and all attachments hereto contain the entire and only Agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

21. This Agreement may only be amended by a writing executed by both parties hereto.

22. All notices shall be sent by electronic mail, postage-paid first-class mail or certified mail to the addresses contained herein.

IN WITNESS WHEREOF, and intending to be legally bound the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the reported dates.

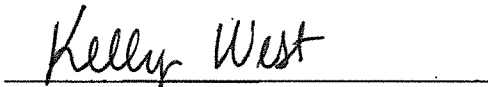
Burlington County Board of Social Services



Charles SanFilippo, Director

AUG 02 2022
Date

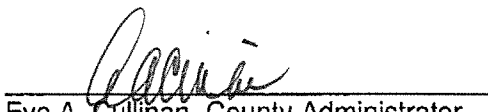
Workforce Development Board of the County of Burlington



Kelly West, Director

8/2/22
Date

Board of Chosen Freeholders of the County of Burlington



Eve A. Cullinan, County Administrator

8/15/22
Date