



**West Piedmont Workforce Investment Board
Business Services Contract
Danville-Pittsylvania County**

This Contract is made and entered into as of the 1st day of October 2014, by and among the **WEST PIEDMONT WORKFORCE INVESTMENT BOARD** (“WPWIB”) and **DANVILLE-PITTSYLVANIA COUNTY CHAMBER OF COMMERCE** (“Contractor”) for the Program Year ending June 30, 2015, with upon approval by the WPWIB, renewal for up to 2 additional program years.

Contractor Name: Danville-Pittsylvania County Chamber of Commerce
Address: PO Box 99, 8653 US Highway 29
City, State, Zip Blairs, VA 23427
Phone, Website: (434) 836-6960 Website: <http://www.dpchamber.org>

Danville-Pittsylvania County Chamber of Commerce will operate Business Services activities in in compliance with the Workforce Investment Act in the city of Danville and Pittsylvania County in Virginia, and will work collaboratively with Business Services contractors in the city of Martinsville and counties of Henry and Patrick and Adult, Dislocated Worker, and One Stop Operator contractors in Workforce Area XVII.



WEST PIEDMONT WORKFORCE INVESTMENT BOARD

Contract Performance and Statement of Work Responsibilities

In acceptance of program funding, ResCare agrees to provide and comply with the following:

1. Identify and build new relationships with at least 50 small and medium sized businesses to support their ability to increase jobs.

Action Plan:

- a. Promote library of small business workshops hosted on www.VaWorkforceCenters.com.
- b. Provide information to small and medium sized businesses to connect them to the services available through the Virginia Workforce Center.

2. Identify at least 50 employers, representing at least 300 jobs, who have job openings and who are willing to consider WIA eligible Adult and Dislocated Workers.

Action Plan:

- a. Coordinate community wide and targeted job fairs as needed
- b. Meet with area employers to determine hiring needs and requirements.
- c. Meet with prospective employers, as requested, to provide support and assistance with their hiring needs.
- d. Promote adult internships and or work experiences, OJT, incumbent worker training, federal bonding, and customized training tools to utilize WIA clients.

3. Work collaboratively with the WPWIB's Adult, Dislocated Worker and One Stop Operator contractor to ensure employers receive a pool of WIA eligible Adults and Dislocated Workers who are qualified for employers' job openings and to achieve the following negotiated performance measures with 10% of the Adult population Adult Entered Employment Rate coming from referrals from the Business Services Contractor:

Adult Measures	VCCS APPROVED LEVELS 2014
Adult Entered Employment Rate	77.0
Adult Employment Retention Rate	83.0
Adult Average Earnings	\$9,300
Dislocated Workers Measures	
Dislocated Worker Entered Employment Rate	82.0
Dislocated Worker Employment Retention Rate	92.0
Dislocated Worker Average Earnings	\$12,741
Youth Measures	
Literacy/Numeracy Gains	57.0
Placement in Employment or Education	63.0
Attainment of Degree or Certificate Rate	65.0
Virginia Workforce Council	
Adult Employment and Credential Rate	63.0
Dislocated Worker Employment and Credential Rate	67.0
Career Readiness Certificate Attainment Level	25.0

Action Plan:

- a. Communicate employers' hiring needs and requirements to liaisons at the Virginia Workforce Center.
 - b. Provided interview and recruitment event space for employers.
 - c. Review and screen applications and or resumes.
 - d. Maintain strong lines of communications throughout the hiring process between the Virginia Workforce Center and ensure employers are receiving candidates that meet their requirements in a timely manner.
4. Work with employers to identify a pool of candidates for skilled and professional job openings that are more difficult to fill.

Action Plan:

- a. Support the Chamber's Young Professional network to enhance and grow the pool of skilled and professional job applicants in our region.
 - b. Develop strong partnerships with educational institutions to market skilled and professional jobs in the region.
 - c. Utilize technology (website, social media, etc.) to promote skilled and professional jobs in the region.
 - d. Support the region's efforts to become a Certified Work Ready Community (CWRC) by serving on the CWRC Academy team.
 - e. Support the region's efforts to become a Certified Work Ready Community by encouraging employers to use the National Career Readiness Certificate (NCRC) in their recruitment efforts.
5. Ensure employers receive information and support for assessment and training that they require.

Action Plan:

- a. Meet with area employers to determine employers' assessment and training requirements.
 - b. Work with smaller businesses and or companies with smaller numbers of employees to aggregate their demand for cost effective training resources.
 - c. Coordinate at least three customer service workshops for area employers.
 - d. Coordinate and or participate in at least two roundtable meetings for specific industry sectors to discuss their workforce needs and provide them with information on workforce resources available to them.
 - e. Participate with Southside Virginia Society for Human Resources Management to stay informed of Human Resources' workforce issues.
 - f. Maintain communications with education and training providers to address employer needs.
6. Increase the resources available to employers to maximize employers' access to workforce needs.

Action Plan:

- a. Convene quarterly meetings of the business service representatives from the various workforce partners in Danville and Pittsylvania County to promote better communication and collaboration among the partners.
 - b. Support the work of the Dan River Regional Collaborative to align resources and efforts with the Virginia Workforce Center.
7. Provide data to employers to assist them in hiring and retention.

Action Plan:



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- a. Communicate employers' hiring needs and requirements to liaisons at the Virginia Workforce Center.
- b. Determine other labor market data that would assist employers and provide them as requested.
8. Provide data and feedback to workforce partners to assist in placement and training efforts.
Action Plan:
 - a. Provide an analysis of data/feedback to the West Piedmont Workforce Investment Board to assist in policy discussions, including but not limited to, an analysis of barriers that prevent employers from using the services and or clients of the Virginia Workforce Center.
 - b. Provide data and feedback to training partners to assist them in determining training needs of employers.
9. Promote a skilled workforce and workforce system.
Action Plan:
 - a. Communicate employers' hiring needs and requirements to liaisons at the Virginia Workforce Center.
 - b. Encourage entrepreneurship education in middle and high school by sponsoring the Young Entrepreneurs Academy (YEA) in Danville and Pittsylvania County.
 - c. Support entrepreneurship efforts for adults by partnering with and promoting efforts by The Launch Place.
 - d. Support Star Quality childcare centers and other initiatives of Smart Beginnings in Danville and Pittsylvania County by serving on their board.
10. Raise the skill level of workers in order to increase access to employment opportunities and post-secondary education.
Action Plan:
 - a. Serve on advisory committees for Adult Basic Education in Danville and Pittsylvania to provide an employer voice.
 - b. Support region's efforts to become a certified work ready community.
 - c. Partner with the Dan River Regional Collaborative and other partners to leverage alternative revenue sources for workforce services.
11. Support the career pathways model to meet business needs for a prepared workforce.
Action Plan:
 - a. Support a regional "career expo" for middle and high school students that focus on career pathways in demand occupation.
 - b. Participate with the Dan River Regional Collaborative on sector strategies with a focus on advanced manufacturing, healthcare, IT and energy.
 - c. Support accelerated/integrated education and training programs, such as Plugged-In Virginia.
12. All Contractor staff will participate in mandatory local or state training.
13. Upon implementation of the tool, Contractor staff will promote www.InterviewStream.com to encourage employers to be engaged in assisting jobseekers with interviewing skills and share workforce expectations with jobseekers through this resource. Contractor staff will participate in mandatory training to obtain an understanding of the benefit of www.InterviewStream.com technology.
14. The Contractor must verify outside vendors' federal tax identification number via form W-9 and business license or other required licensure and keep documentation on file.
15. Adherence to all specification contained in the following:
 - a. General Provisions of WPWIB's RFP



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- b. Workforce Investment Act
- c. All applicable federal and state policies
- d. All applicable WPWIB (local) policies


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WORKFORCE INVESTMENT BOARD**

16. Contract Funding for October 1, 2014, through June 30, 2015, is as follows:

f. Danville-Pittsylvania County Business Services Adult and Dislocated Worker Budget:

	Approved Adult Funding	Approved Dislocated Worker Funding	Danville-Pittsylvania County Chamber In-Kind	Total
Salaries and Benefits	\$24,611	\$25,616	\$14,831	\$65,059
Office Space/Rent (includes utilities, janitorial, insurance)	\$0	\$0		\$2,250
Telephone	\$0	\$0	\$2,250	\$750
Travel	\$1,286	\$1,339	\$750	\$2,625
Professional Development	\$245	\$255		\$1,500
Office Supplies and Equipment	\$0	\$0	\$1,875	\$1,875
Accounting Services (contracted)	\$265	\$275	\$0	\$540
Total	\$26,407	\$27,485	\$20,706	\$74,599

Note: Should additional funds become available during the program year, contractors are entitled to consideration of such additional funds. This is not a guarantee of additional funding only an option that may be exercised by the WPWIB.

1. Outreach materials must include appropriate Equal Opportunity language as indicated in the WPWIB Style Manual and must include "Funded by your Local WIB."



GENERAL TERMS AND CONDITIONS

1. Definitions

The following terms will have the meaning as set forth below:

- a) "May" is permissive.
- b) "Will" is imperative
- c) "Subcontract" will mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.

2. Change

The WPWIB Executive Director may at any time, by written order and without prior notice to the contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made and the contract modified accordingly in writing. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

3. Stop Work/Suspension of Performance

The WPWIB may issue a stop performance order with fourteen (14) days written notice to the Contractor. The Contractor, upon receipt of such written notice, will stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do so in writing by the WPWIB. Any costs incurred or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. WPWIB will be liable for payment of all services rendered prior to the effective date of the stop performance order. Under no circumstances will a stop performance notice be used to terminate a contract. In any case, where it is determined that performance will not be permitted to be resumed, a formal termination notice will be issued. The Contractor may request a waiver to continue service for active clients with a clear performance improvement plan that is approved by the WPWIB.

4. Termination for Convenience

This contract may be terminated by WPWIB for convenience when WPWIB determines that it is in its best interest to do so. Any termination for convenience will be preceded by written order setting forth the effective date of said termination. The termination shall be effective within thirty (30) calendar days after the order is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has sixty (60) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding 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. With respect to such canceled commitments, the Contractor agrees to each of the following:

- a. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The WPWIB must approve or ratify all such settlements, which approval or ratification shall not be unreasonably withheld. The WPWIB's approval or ratification of such settlements will be final for all purposes of this clause.
- b. Assign to the WPWIB in the manner, at the time, and to the extent reasonably directed by the WPWIB all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its discretion the WPWIB will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

4. Termination for Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the WPWIB will advise the Contractor in writing, and the Contractor has thirty (30) days from receipt of such notice to correct the condition or to respond with a plan agreeable to WPWIB to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or if the deficiency is not satisfactorily remedied, the WPWIB may terminate the contract by providing a written termination order that shall become effective within fifteen (15) days. In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Final billing for payment must be received by WPWIB within forty--five (45) days of termination date.

Contractor shall give WPWIB written notice of any perceived breach of this contract and it shall give WPWIB thirty (30) business days to cure any perceived breach under the contract. If WPWIB fails to cure such breach, Contractor may terminate the contract and cease performance without liability for any damages or costs.

5. Disputes

The Contractor agrees to communicate openly and directly and make every effort to resolve any problems or disputes in a cooperative manner. In the event that a party to this contract defaults in the performance of any of the terms or obligations imposed upon such party by this contract or the transactions contemplated hereby, the non---defaulting party may institute legal proceedings to enforce the provisions of this contract. The parties retain all rights at law and in equity to enforce the provisions of this contract in accordance with applicable law.

Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits including the right to file a grievance or a complaint with the WPWIB or as otherwise provided by law.

6. Contract Modifications

Except as specifically set forth herein otherwise, WPWIB may amend or modify this contract only with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost changes when those have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.

The contract will be unilaterally amended by WPWIB to reflect any applicable mandatory changes in regulations, policies or law, which amendment will be effective upon the receipt by Contractor of a Contract



Modification signed by the WPWIB. This contract may be renewed on a yearly basis for a period no longer than the term of the original contract, as provided in the Request for Proposal. Any extension is contingent upon satisfactory performance evaluations by WPWIB and is subject to the availability of funds. The terms and conditions of any extension shall be negotiated prior to the effective date of the extension.

7. Financial Limitation

The WPWIB will have no liability for any costs incurred above the ceiling limit shown on the Total WIA Request line of the Application Cover Page for this contract. Any costs incurred by the Contractor above that limit during the performance period, on or around October 1, 2014, through June 30, 2015, will be at the sole risk of the Contractor. This provision in no way restricts the right to increase the ceiling by mutual consent of both parties; provided, however, that such increase is accomplished prior to any incurred cost exceeding the existing ceiling.

8. Eligibility Certification

The Contractor agrees that all participants under this contract must be certified eligible as set forth in the Request for Proposal and applicable regulations and policies. Eligibility certification will be performed, documented, and maintained by the Contractor with periodic review by WPWIB, as it deems appropriate in the circumstances, or as otherwise permitted or contemplated in the contract document and applicable regulations and policies. Contractor agrees to take those actions necessary to address in a reasonably prompt fashion any eligibility issues that may arise during the term of the contract.

9. Nondiscrimination

- a. This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000 *et seq.*), as amended by the Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 *et seq.*), the Age Discrimination Act (42 U.S.C. 6101 *et seq.*), the Rehabilitation Act (29 U.S.C. 794 *et seq.*), and the Education Amendments of 1972, Title IX of the Education Amendments of 1972. In undertaking to carry out its obligation under said Acts and Regulation(s), the contractor specifically agrees that all work/training for which it receives federal financial assistance through this contract will be carried out in such a manner that no person involved in the work/training will be discriminated against in ways set forth in the Acts and political affiliations, or beliefs. Contractor will make available to all participants under this contract information regarding his/her obligations under this section in such form and at such times as the WPWIB may specify.
- b. Participants under this program will be subject to the same rules and regulations, and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.
- c. Contractor will also comply with the requirements of the Virginia Fair Employment Act.

10. Availability of Funds

It is understood and agreed between the Contractor and the WPWIB that the WPWIB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. WPWIB shall endeavor to provide Contractor with as much advance notice as possible of a



termination of funds, but in any event shall provide no less than ten (10) days written notice of such termination. Notwithstanding the foregoing, if the WPWIB receives less than ten (10) days' notice from a governmental agency governing, overseeing, controlling or otherwise affecting the operations of the WPWIB ("Governmental Agency") that such funds are not available or no longer available or no longer available for the purposes of this contract, then the WPWIB shall give to the Contractor notice which is reasonable under the circumstances.

11. Accountability for Funds

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Contractor will be accountable for the expenditure and proper application of said funds. Any required repayment will not be by or from federal funds. The Contractor agrees to be responsible for verification of licensing, background checks and liability insurance for any vendors arranged to service participants.

12. Cost Liability

Neither the Governor, the Commonwealth of Virginia, nor the WPWIB assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor.

The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within forty--five (45) days after the contract ending date ("Closeout Period"). Upon expiration of this Closeout Period, the WPWIB no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor.

Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the WPWIB and must be returned immediately, unless specifically directed otherwise in writing by the WPWIB. In the event that there are unusual circumstances which may prevent the Contractor from satisfying the obligation to return the funds in the time provided, Contractor must notify the WPWIB in writing within thirty (30) days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the WPWIB. Notwithstanding the foregoing, if a Governmental Agency requires a Closeout Period that is less than forty--five (45) days after the contract ending date, then the parties agree that the time periods in this Section shall be reduced accordingly.

13. Allowable Costs

- a. Funds granted under the Workforce Investment Act may be expended only for purposes specified in this contract.
- b. The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

14. Payments

- a. Payments for contract services shall be cost reimbursement only.



- b. No payment shall be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status may be requested but will be subject to approval by WPWIB.

15. Final Reimbursement Request and Contract Closeout Report

Contractor shall submit to WPWIB a monthly reimbursement request that provides sufficient detail for a proper pre-audit and post-audit inventory and other items pertinent to the requirements of this contract with WPWIB. WPWIB has no obligation to reimburse Contractor unless and until its reimbursement request complies with the requirements of this Section and all applicable WIA requirements.

16. Withholding of Payment

WPWIB may withhold payment of any final invoice may be withheld until the Contractor has completed required actions to close out the contract as set forth in this document or otherwise required by applicable regulations and policies.

15. Property Accountability

- a. All consumable property acquired through this contract, unless specifically exempted, shall revert to the WPWIB upon the termination of this contract and shall be promptly returned to WPWIB; provided, however that the WPWIB may assign such property to the Contractor for use under another or a subsequent contract.
- b. The Contractor assumes responsibility for inventory control, maintenance, physical security, and return to WPWIB of non-consumable property provided or made available to Contractor for administration of this contract.
- c. Contractor must obtain approval from WPWIB prior to purchasing or getting any commitment to purchase or acquire any non-consumable property using contract funds. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d. Intangible Property:
 - i. Inventions and Patents – The Contractor will report promptly and fully to the WPWIB any program which produces patentable items, patent rights, processes or inventions in the course of work under this contract. Unless the Contractor and the WPWIB previously agree on the disposition, the WPWIB will determine whether protection of the invention or discovery will be sought. The WPWIB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
 - ii. Copyrights – Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under this contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use the work for federal purposes.



18. Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through this contract is WPWIB property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

- a. Report the loss or theft to local police and request a copy of the police report; and
- b. Report the loss or theft in writing to the WPWIB with a copy of the report to the Property Officer and a copy to the Contractor's file. Include in the report at least the following:
 - i. A description of the missing article of property including the cost, serial number, WIA tag numbers, and other such pertinent information;
 - ii. A description of the circumstances surrounding the loss or theft; and
 - iii. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report

19. Reporting Requirements in General

Contractor will prepare and submit reports to WPWIB as set forth in the Request for Proposal, required by applicable regulations or policies, and/or otherwise required by a Governmental Agency. Contractor will prepare and submit monthly costs reports to WPWIB and shall prepare and submit additional or supplemental reports to WPWIB as may be reasonably requested by WPWIB. Contractor shall promptly submit any information requested or required hereunder by the due date specified or, if no such time is specified, within a reasonable period of time in light of the circumstances.

20. Retention of Records

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property.

The Contractor will cooperate with WPWIB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify WPWIB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of WPWIB.



21. Confidentiality of Records

Contractor shall maintain and not disclose information concerning applicants and participants except as permitted by state and federal law. Contractor shall, as applicable, comply with the Privacy Act of 1974, 5 U.S.C. 552a (1994 & Supp. II 1996) (amended 1997, 5 U.S.C.A. 552a) (West Supp. 1998), related to the release of all personally identifiable records.

22. Court Actions

The contractor agrees to give the WPWIB immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, subcontractor, or any of the parties involved in the implementation and administration of the WIA program.

23. Right of Access

Contractor acknowledges and agrees that during normal business hours the VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, the WPWIB, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including computer records) of the contractor and its subcontractors which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

24. Insurance

WPWIB shall have no liability with respect to bodily injury, illness, or any other damages or loss to person or property in the Contractor's organization or with respect to third--parties. The Contractor will obtain a public liability insurance policy by a carrier authorized to provide such coverage in the Commonwealth of Virginia with a limit of coverage of not less than \$1,000,000.00 and naming WPWIB as an additional insured. Contractor shall promptly provide a certificate evidencing such coverage to WPWIB upon request.

25. Indemnity

Contractor agrees to defend, indemnify, and hold harmless the WPWIB and all of the WPWIB's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions, or willful misconduct by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. In the event that the Contractor and the WPWIB commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend the WPWIB with respect to that part of the joint negligent act or omission committed by the WPWIB. In no event shall the Contractor be liable for or have any obligation to defend the WPWIB against such claims, suits, judgments, or damages, including costs and attorney's fees, arising solely out of any acts, actions, negligence or omissions by the WPWIB, and its agents, subcontractors or employees.



The Contractor agrees that it is an independent Contractor of the WPWIB and not an agent or employee.

26. Assurances

The Contractor makes the following representations and assurances and agrees that in its performance of this contract:

- a. Will fully comply with the Workforce Investment Act Grant, all federal regulations issued pursuant to the Grant, and all state and WPWIB policies and requirements.
- b. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- c. Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- d. Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- e. Will comply with child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- f. Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- g. Will for contracts in excess of \$100,000, or if a facility to be used has been the subject of a citation or action under the Clean Air Act [42 U.S.C. 1857--8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
 - i. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - ii. It will notice the WPWIB of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - iii. It will include substantially this assurance, including this third part, in every non---exempt subcontract.
- h. Will comply, to the extent applicable to this contract, with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti---Kick---Back@ Act and the Davis---Bacon Act.
- i. Will comply with all applicable provisions of the Americans with Disabilities Act.

27. Title to Property Acquired or Materials Developed



Title to all property furnished by the WPWIB will remain with the WPWIB unless or until such title is specifically relinquished in writing by the WPWIB. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost or materials developed will pass to and vest in the WPWIB upon delivery of such property by the vendor or materials by the Contractor.

Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the WPWIB upon:

- a. Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b. Reimbursement of the cost thereof by the WPWIB in whole or in part, whichever first occurs.

Title to Property will not be affected by the incorporation of attachment thereof to any property and/or materials not owned by the WPWIB or any part thereof that becomes a fixture or loses its identity or personality by reason of affixation to any realty.

28. Ownership of Materials

The VCCS, the USDOL, and the WPWIB will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, social media or other documents first produced or delivered under this contract.

29. Order of Precedence

In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies shall be resolved by giving precedence, as applicable, in the following order:

- a. The Workforce Investment Act,
- b. State Procurement law,
- c. The regulations as approved by the Secretary of Labor,
- d. And this Request for Proposal and the general terms and conditions as set forth herein.

30. Federal Rules and Regulations

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the WPWIB. The Contractor further agrees that, as a result of any changes in the Workforce Investment Act funding, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor's part is assured. The Contractor agrees to contract modifications being issued to implement changes, if such changes are considered within the scope of original intent of this contract and the parties' bargain for exchange. If such changes materially alter the parties bargained for exchange, the contract will be deemed to have been terminated by act of law and settlement will be made under General Terms and Conditions "Termination for Convenience." Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the WPWIB reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.

31. Internal Organization



The Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay performance of this contract or any act or duty required hereby.

32. Assignment

The Contractor will not assign this contract, in whole or in part without the written consent of the WPWIB; provided, however, that in no case will such consent relieve the Contractor from the obligation under or change the terms of the contract. The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the WPWIB having been obtained. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or become due to the Contractor, shall be null and void.

33. Subcontracting

All subcontractors and/or partners who will participate in the administration of the contract must be approved by WPWIB and WPWIB must approve and be provided with a copy of executed subcontracts or MOU's prior to such entity performing any services covered by the contract. As soon as reasonably practical following the notice of award, the Contractor shall furnish to WPWIB in writing the identity of any proposed subcontractors and/or partners and drafts of proposed subcontracts or MOU's. WPWIB must reply within fourteen (14) days of receipt of subcontractor/partner information indicating whether it has a reasonable objection to any such subcontractor/partner. If the Contractor receives no objection by the end of the fourteen (14) day period, the Contractor may proceed to contract with such subcontractor/partner so identified. If WPWIB has reasonable objection to the proposed subcontractor/partner or the proposed subcontract, Contractor shall address those objections by identifying another subcontractor/partner or presenting a different subcontract. Notwithstanding anything contained herein to the contrary, Contractor shall cause all subcontracts to contain a provision incorporating the terms of the Request for Proposal, including without limitation these Terms and Conditions, by reference or otherwise, and to be made a part of any and all such subcontracts such that the same are legally binding upon the subcontractors and/or partners.

34. Standard of Conduct

The Contractor hereby agrees that in administering this sub---grant and/or contract, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest.

a. General Assurance

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The services will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering these services, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business Involving Relatives

No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the WPWIB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

c. Conducting Business Involving Close Personal Friends and Associates

Contractor will ensure that its executives and employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the services, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

d. Avoidance of Conflict of Economic Interest

The Contractor shall ensure that none of its executives, officers, agents, representatives, or employees will solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by this contract. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed hereunder.



35. Bonding

Contractor shall secure and maintain a blanket fidelity bond for all officers, directors, agents, and employees of the Contractor/subcontractor with authority over and accessibility to WIA funds. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or \$100,000, whichever is less.

36. Coverage

All entities/organizations funded, either partially or wholly using Workforce Investment Act funds, will be required to obtain, have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the Workforce Investment Act. All entities must meet this requirement as a condition of receiving a contract with the WPWIB and subsequent funding.

37. Performance

The WPWIB may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by the WPWIB. Performance under this contract may be a consideration in future contracts and negotiations. WPWIB reserves the right to increase monitoring and reporting frequency in the event that there are contract or compliance issues in connection with the Contractor's performance of services hereunder.

38. Audit

The Contractor will have an independent audit performed annually. The Contractor will ensure the auditor issues the WPWIB a copy of the audit report within sixty (60) days of its completion. The WPIB, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The Contractor will ensure that the auditor, immediately and in writing, notifies the WPWIB of possible acts of fraud discovered during the performance of the audit.

The WPWIB will provide the VCCS with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the USDOL grant officer or other designated government official.

39. Modification

No waiver or modification of the terms of the contract will be valid unless in writing and duly executed by the parties to be bound thereby.

40. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Contractor receiving funds pursuant to this contract will clearly identify:



- The percentage of the total costs of the program or project that will be financed with federal money,
- The dollar amount of federal funds for the project or program, and
- The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.

41. Disallowed Costs

Contractor acknowledges that WPWIB will give the VCCS timely notification of the possibility of disallowed costs incurred by its contractors and subcontractors. In appropriate cases, the VCCS will petition the USDOL for guidance. The Contractor will be responsible for the payment of any and all disallowed costs. In the event that repayment is required, the WPWIB will use prompt and efficient debt collection procedures to obtain repayment of disallowed costs. The WPWIB will not forego debt collection procedures without the express written approval of the VCCS. Any required repayment will not be by or from federal funds.

42. Waiver

No waiver of any right or remedy hereunder by either of the parties shall be deemed a waiver of any other right or any subsequent right or remedy.

43. Independent Contractor

The parties agree that Contractor shall be an independent contractor in the performance of this contract. Nothing herein shall be deemed to create a joint venture or partnership between the parties and neither party shall hold itself out as the other's agent, joint venture, or partner for any purpose.

44. Severability

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this contract, which shall remain in full force and effect and enforceable in accordance with its terms, except to the extent that continuing to enforce the remainder will materially alter the parties' bargain.

45. Headings

Descriptive headings are inserted herein for convenience only and do not constitute part of the contract.

46. Survival



Notwithstanding any termination, cancellation, or expiration of this contract, provisions which by their terms are intended to survive and continue shall so survive and continue.


47. Governing Law

This contract shall be construed under the laws of the Commonwealth of Virginia without regard to conflict of law rules that would require application of the laws of another jurisdiction.


**WEST PIEDMONT
WORKFORCE INVESTMENT BOARD**
Signatures

We the undersigned agree to abide by the terms and conditions outlined above, including without limitation, the RFP, attachments thereto, and proposal, which are incorporated herein by reference. and we further acknowledge and agree that changes are acceptable only if mutually agreed to by way of a signed contract modification. The undersigned offers and agrees to furnish and abide by all items listed above, and it is effective for the program year beginning October 1, 2014 and ending on June 30, 2015. It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Investment Act, U.S. Department of Labor, Virginia Community College System, and the West Piedmont Workforce Investment Board in the performance of their contract. With this understanding of responsibility, all WIA contractors will account for all federal funds, WIA property and program income if generated. The receiving agency hereby agrees to indemnify, reimburse and hold harmless the West Piedmont Workforce Investment Board and Chief Local Elected Officials for any mistakes, errors of judgments, malfeasance, theft or other actions by the receiving agency or their staff which result in disallowed cost.

Danville-Pittsylvania County Chamber of Commerce (Contractor) Signatory	
 Signature	 Signature
Laurie Moran, President	Eric Deaton, Chair
Date: 10/28/14	Date: 10/28/2014

West Piedmont Workforce Investment Board Signatory	
Signature	 Signature
Lisa Fultz, Executive Director	Amanda Witt, Chair
Date:	Date: 11-6-14