

**West Piedmont Workforce Investment Board  
Amendment to WIA Contract for Business Services**

**THIS MODIFICATION AND AMENDMENT** (“Modification”) is made and entered into as of the 1<sup>st</sup> day of July, 2014, by and among the WEST PIEDMONT WORKFORCE INVESTMENT BOARD (“WPWIB”) and MARTINSVILLE-HENRY COUNTY CHAMBER OF COMMERCE (“Contractor”)

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.**

The parties recite the following facts:

- a. Following procurement procedures, selection and award, WPWIB and Contractor entered into that Contract for Business Services (“Contract”) dated July 1, 2013, related to provision of services to employers in Martinsville-Henry County.
- b. The Contract contains a provision allowing modifications executed in writing between the parties.
- c. The WPWIB and Contractor therefore desire to modify and amend the Contract accordingly.
- d. The Contractor agrees to send out the WPWIB’s customer satisfaction electronic survey so that the board can track quarterly customer satisfaction.
  - Employer – [www.vaworkforcecenters.com/businesscomments.cfm](http://www.vaworkforcecenters.com/businesscomments.cfm)
- e. The Contractor agrees that failure to meet these specified adjustments, along with all of the other general terms, provisions and conditions of the Contract and previous modifications, may result in the Contractor’s becoming sanctioned. A description of sanctions may be one of the following:
  - (i) Disallowing costs associated with a particular violation or deficiency and the seeking of repayment.
  - (ii) Disapproval of requests for reimbursement until the violation or deficiency has been corrected.
  - (iii) The WPWIB may deduct the amount of mis-expenditure from the Contractor’s allocation of allowable administrative or indirect funds from the subsequent program year’s allocation.
  - (iv) Development of a performance improvement plan.
  - (v) Monetary sanctions may be imposed to reduce the funding allocation for the next program year by up to five percent on the degree of failure to meet the WPWIB’s performance measures (in conformance with the federal policy imposed on the state – Section 136(g)(1)(B)).

2. **Modifications.**

The parties agree that the contracted services under the Contract shall be amended as follows:

- a. The agreed upon number of WIA eligible adult and/or dislocated workers placed into employment in Martinsville-Henry County is as follows: 10 percent of active enrollment, which includes new and carryover clients and is based on agreed upon number of client activity with One Stop Operator, equating to 60 client job placements contingent on funding, and 27 direct job placements.
- b. The Contractor agrees to help the board reach its negotiated performance measures with the state as it pertains to the following measure:

Performance Measure	Percentage of the actual enrollment (both new and carryover) obtaining the measure
Entered Employment Rate	75 percent (10 percent of this percentage will come from business services)

- c. The Contractor agrees to enter into an agreement between the WPWIB and the Contractor for Adult and Dislocated Programs, Arbor E&T, LLC, d/b/a ResCare Workforce Services to achieve Modification items a and b above.
- d. The Contractor agrees to work with the Job Developer to assist businesses in Martinsville-Henry County to achieve Modification items a and b above.
- e. The Contractor agrees to adhere to the following adult program budgets for PY 14-15:

	<u>PY 14-15 Approved Budget</u>
110000 · Salary & Wages-Operational	4,682.73
111000 · Salary & Wages-Client Services	18,375.00
211000 · FICA-Client Services	3,686.52
550000 · Travel	1,000.00
822500 · Outreach	4,665.84
<b>Total Expense</b>	<u>32,410.09</u>

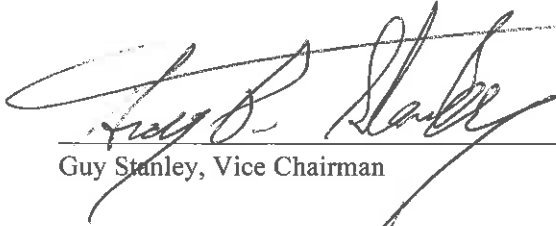
- f. The Contractor agrees to adhere to the following dislocated worker program budget for PY 14-15:

	<u>PY 14-15 Approved Budget</u>
111000 · Salary & Wages-Client Services	18,375.00
211000 · FICA-Client Services	3,686.17
600100 · Office Supplies	311.49
822500 · Outreach	4,666.19
<b>Total Expense</b>	<u>27,038.85</u>

3. Effect on Contract

Except as modified and amended herein, all of the other general terms, provisions and conditions of the Contract shall remain in full force and effect, and the parties ratify and confirm the same.

**IN WITNESS WHEREOF**, the parties have caused this Modification to be executed on the day and date first written above.



Guy Stanley, Vice Chairman

Date

10-1-2014



Lisa Fultz, WPWIB Executive Director

Date

1 Oct 2014



Donna White, Chairman  
Martinsville-Henry County Chamber of Commerce  
Contractor

Date

10-1-2014