

**West Piedmont Workforce Investment Board  
Termination Agreement  
WIA Contract for Adult, Dislocated Worker, One Stop Operator and Business Services**

**THIS TERMINATION AGREEMENT (“Termination Agreement”)** is made and entered into as of the 29<sup>th</sup> day of September, 2014 by and between the WEST PIEDMONT WORKFORCE INVESTMENT BOARD (“**WPWIB**”) and PITTSYLVANIA COUNTY COMMUNITY ACTION, INC. (“**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 certain Contract for Adult, Dislocated Worker, One Stop Operator and Business Services (“**Contract**”) dated July 1, 2013, related to provision of services to eligible adults, dislocated workers and employers in the locales of Danville-Pittsylvania County and Martinsville-Henry County. The Contract was amended by that certain Modification and Amendment agreement (“**Amendment**”) dated July 1, 2014. The Amendment renewed the Contract on a month-to-month basis and imposed additional requirements upon Contractor. Unless specifically stated otherwise, reference to the “**Contract**” includes its Amendment.
- 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 by mutually agreeing to terminate the Contract as provided herein.

2. **Termination.**

The parties agree that the Contract shall be canceled and terminated, by the mutual agreement of the parties, effective at 11:59 p.m. on September 30, 2014 (“**Termination Date**”).

3. **Obligations.**

- a. Contractor agrees to perform all close-out duties and obligations of Contractor as set forth on the termination close-out checklist, attached hereto as Schedule A and incorporated by reference.
- b. Contractor agrees to submit not later than October 15, 2014, all invoices for charges and expenses, as contemplated by the Contract, for the period through the Termination Date. WPWIB agrees to review and process those invoices for payment in accordance with the requirements of the program and Contract and those customary procedures consistent with the parties’ prior course of dealing under the Contract.

- b. WPWIB shall have the right to terminate this Transition Services Agreement, without cause and as deemed appropriate by its Chair and Executive Director, upon two (2) days' written notice to PCCA, or if the WPWIB Chair and its Executive Director determine that services are satisfied.
- c. Contractor agrees to submit not later than November 17, 2014, all invoices for charges and expenses for the Transition Services. WPWIB agrees to review and process those invoices for payment in accordance with the program requirements and those customary procedures consistent with the parties' prior course of dealing under the Contract. WPWIB agrees to accept any corrections involving customer files through November 14, 2014.
- d. Any work performed by PCCA on file correction after October 31, 2014, shall be at PCCA's sole expense. Any existing or prior reimbursements which may be deemed as disallowed costs and are not corrected by November 14, 2014, will be considered disallowed and will be deducted from any final reimbursement request for the Transition Services.

### 3. Miscellaneous.

- a. Eligibility and WIA Obligations: Contractor shall ensure that all participants in programs under this Transition Services Agreement are certified eligible, and Contractor agrees to comply with all WIA rules and regulations in the performance of the Transition Services. Contractor further acknowledges and agrees that, despite the termination or expiration of this Transition Services Agreement, it may be subject to certain post close-out activities or obligations related to WIA compliance, including audit, accountability of funds and property, document retention, compliance reporting and close-out deliveries of WIA files and property.
- b. Nondiscrimination: In the performance of this Transition Services Agreement, Contractor shall ensure compliance with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d 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.), the Education Amendments of 1972, Title IX-Sex, and the Virginia Fair Employment Act.
- c. Indemnity: Contractor shall be liable for, defend and indemnify WPWIB, its officers, agents, and employees against all claims, losses, suits, judgments, and damages, (including, but not limited to, the cost of administrative proceedings, court costs, expert witness fees, and attorneys' fees) arising out of any acts or omissions of Contractor, its agents, contractors, or employees, in the performance of this Transition Services Agreement. This provision shall survive the expiration or termination of this Transition Services Agreement.
- d. Merger: This Transition Services Agreement and its schedules contain the entire agreement and understanding of the parties to this Transition Services Agreement with respect to the transactions contemplated hereby; and this Transition Services Agreement and the schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

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

Amanda C. Witt  
Amanda Witt, WPWIB Chair

9-29-14  
Date

Lisa Fultz  
Lisa Fultz, WPWIB Executive Director

29 Sept 2014  
Date

Dr. Thurman O. Echols, Jr.  
Dr. Thurman O. Echols, Jr., PCCA Chair  
Pittsylvania County Community Action  
Contractor

9-29-14  
Date

Everlena B. Ross  
Everlena Ross, Interim Executive Director  
Pittsylvania County Community Action  
Contractor

09-29-14  
Date



Region 17 Workforce Investment Board – WIA Adult/Dislocated Worker/One Stop Operator (Martinsville and Danville City, Pittsylvania and Henry County) Termination Checklist

Categories	Required Task	Due No Later Than	Responsible Party	Status
Customers	Review client files and cross-check against VOS. Record any needed corrections, modifications etc.	September 30, 2014 and will continue through October 15, 2014, if needed.	WIB	In Progress
	Make required corrections to the files and communicate to WPWIB so that changes made be reflected by WPWIB staff in Virginia Network Connection.	September 30, 2014	PCCA	
	Identify customers who need to be exited due to no activity and provide list to WPWIB staff for approval prior to exit.	September 30, 2014	PCCA	
	Exit clients based on the identified list after receiving approval from WPWIB.	September 30, 2014	PCCA/WPWIB	
	Inform customers by letter of change in service provider and any new staff/contact information. PCCA Chatham must include a notice of office closure. All correspondence must receive prior approval from WPWIB staff before distribution.	September 30, 2014	PCCA	
	Provide a list of participants that will have current activities that will continue past September 30 and their current status. Example: Internship, Secondary Education, Work Experiences, etc.	September 30, 2014	PCCA	
	Provide to WPWIB a list of all equipment/furniture purchased with WIA funds to WPWIB (to include equipment purchased for each fiscal year that contractor was in operation)	September 30, 2014	PCCA	

Schedule A - Termination Agreement

WPWIB 9/18/2014

	Provide WPWIB with all fiscal records and supporting documentation for the last 7 program years (PY 2007- PY 2013) boxed by fiscal year and in order by month for records through September 30, 2014.	October 15, 2014	PCCA	
<i>Other</i>	Transfer all files that are currently in Retention status to the WPWIB. All files that fall into this category must be packed according to fiscal year. Files should be packed in uniformed boxes with identification taped to outside of box and a list inside the box with the following information; fiscal year of final follow-up, agency name, funding stream, list of participants in box, location, and enrollment date. Identify all boxes with "Retention" written on the outside of the boxes. An explanation of any missing files and their associated cost must be provided and will result in disallowed costs if not located.	October 15, 2014	PCCA	
	Transfer all files that are to be shredded or destroyed to the WPWIB. Files that are in the status of disposal are dates prior to the dates of retention status. All files that fall into this category should be packed in uniformed boxes and marked as "Shred" or "Destroy" on the outside of the boxes. A list of all participant files previously shredded by the contractor must be provided and included the participant name and State Identification Number.	October 15, 2014	PCCA	
	Supply WPWIB with a list of all outgoing staff along with passwords or codes for any equipment that is located in WIA work areas.	September 30, 2014	PCCA	
	Provide current list of vendors that are used to provide assistance to the operation of the program	September 30, 2014	PCCA	
	Provide Flash Drive with transferred box lists, any WIA information on separate computer drives, and all other documentation requested by the WPWIB to complete transition process.	October 15, 2014	PCCA	
	Transfer of Danville Comcast account to WPWIB.	Immediately	PCCA	



Region 17 Workforce Investment Board – WIA Adult/Dislocated Worker/One Stop Operator (Martinsville and Danville City, Pittsylvania and Henry County) Termination Checklist

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Customers	Review client files and cross-check against VOS. Record any needed corrections, modifications etc.	September 30, 2014 and will continue through October 15, 2014, if needed.	WIB	In Progress
	Make required corrections to the files and communicate to WPWIB so that changes made be reflected by WPWIB staff in Virginia Network Connection.	September 30, 2014 correction will be accepted through November 14, 2014.	PCCA	
	Identify customers who need to be exited due to no activity and provide list to WPWIB staff for approval prior to exit.	September 30, 2014	PCCA	
	Exit clients based on the identified list after receiving approval from WPWIB.	September 30, 2014	PCCA/WPWIB	
	Inform customers by letter of change in service provider and any new staff/contact information. PCCA Chatham must include a notice of office closure. All correspondence must receive prior approval from WPWIB staff before distribution.	September 30, 2014	PCCA	
	Provide a list of participants that will have current activities that will continue past September 30 and their current status. Example; Internship, Secondary Education, Work Experiences, etc.	September 30, 2014	PCCA	
	Provide to WPWIB a list of all equipment/furniture purchased with WIA funds to WPWIB (to include equipment purchased for each fiscal year that contractor was in operation)	September 30, 2014	PCCA	