



**West Piedmont Workforce Investment Board
Adult, Dislocated Worker and One Stop Operator Services Contract**

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 ResCare Workforce Services (“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: Arbor B&E, LLC, d/b/a ResCare Workforce Services
 Address: 9901 Linn Station Road
 City, State, Zip: Louisville, KY 40223
 Phone, Website: (502) 420-2532 Website: www.ResCare.com

Brief Summary to provide services for Workforce Investment Act (WIA)-eligible Adult, Dislocated Worker and One Stop Operator services with geographic service area(s) in the region:

Cities of Danville and Martinsville and counties of Henry and Pittsylvania in Virginia.

The services provided will be centered on the job skills, credentials and job placement for Adult and Dislocated Worker populations and provide One Stop Operator services for the Martinsville and Danville Comprehensive One Stop Centers. The contractor meet final negotiated common measures. The common measures are as follows as negotiated by the Virginia Community College System:

	PY 2013 Negotiated Level	Quarter 4 Performance	2014 GPRA Targets	Regression Model 2014 TARGET	State Level PY 2014 PERFORMANCE LEVELS	LWIA PROPOSED PY 2014 LEVELS	VCCS APPROVED LEVELS 2014
Adult Measures							
Adult Entered Employment Rate	75.0	72.0	62.5	73.3	77.0	77.0	77.0
Adult Employment Retention Rate	82.5	81.0	82.1	79.2	87.0	83.0	83.0
Adult Average Earnings	\$9,000	\$8,306	\$13,945	\$9,726	\$12,000	\$9,300	\$9,300
Dislocated Workers Measures							
Dislocated Worker Entered Employment Rate	81.0	77.0	62.3	84.4	83.0	82.0	82.0
Dislocated Worker Employment Retention Rate	91.0	94.0	84.6	93.9	93.0	92.0	92.0
Dislocated Worker Average Earnings	\$17,500	\$11,481	\$16,694	\$12,741	\$18,000	\$12,741	\$12,741



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6. It is preferable that the Contractor will obtain at least a 67% participation level for completing Customer Satisfaction Surveys via paper or online for unique customers at any point during service delivery:
Danville Center Survey: <https://www.surveymonkey.com/s/DWW698H>
Martinsville Center Survey: <https://www.surveymonkey.com/s/JC6BC5P>
Pittsylvania County Satellite Survey:
<https://www.surveymonkey.com/s/ChathamSatisfaction>

Additional survey links will be created by the WPWIB and must be utilized by the Contractor for outreach locations.

7. All Contractor staff will participate in mandatory training for resume writing, interview techniques and customer service, utilizing WPWIB approved training and comprehension testing in order to properly assist jobseeker customers.
8. All Contractor staff will participate in mandatory local or state training.
9. Center and Satellite customer traffic data will be collected for each visitor utilizing an online data collection. The Martinsville and Danville One-Stops shall continue to utilize the Common Intake System. The Pittsylvania County (Chatham, VA) Satellite location may utilize paper or online data collection available at <https://www.surveymonkey.com/s/ChathamIntake>. If customers complete the paper form, Contractor staff will enter data into the online collection tool no later than the Monday following end of each week of the actual customer visit.
10. Upon implementation of the tool, Contractor staff will utilize www.InterviewStream.com to assist jobseekers with interviewing skills and to complement other job readiness resources. Case Managers will review and provide written evaluation for each participant and place it in the case file. Contractor staff will participate in mandatory training for effective use of www.InterviewStream.com technology.
11. 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.
12. Establish active working relationships with appropriate partners such as Social Services, Department of Corrections, Department for Rehabilitative Services, K-12 school systems, faith based organizations, and other community based organizations as appropriate.
13. Adherence to all specification contained in the following:
 - a. General Provisions of WPWIB's RFP
 - b. Workforce Investment Act
 - c. All applicable federal and state policies
 - d. All applicable WPWIB (local) policies
14. Safe Driver Requirements:
Contractor staff must adhere to the Contractor's Safe Driver Policy available online at <http://www.vaworkforcecenters.com/docs/ResCare%20SafeDrivingPolicy.pdf>, maintain accurate and up-to-date records on all staff, and upon request, submit a copy of documentation to the WPWIB. All employees to whom this policy applies must meet the following standards prior to using any WPWIB owned or personally owned vehicle for company business:
 - a. Minimum age of 18 or State minimum, whichever is higher.



WEST PIEDMONT WORKFORCE INVESTMENT BOARD

Printing	\$-
Outreach	\$2,000.00
Advertising Public Relations	
Postage	\$1,605.51
Postage Services	
Bank Charges	
Telephone	
Lease/rental (facility)	\$35,401.04
Utilities (if applicable)	
Travel (staff or non-participant)	\$16,199.84
In-State Lodging	
In-State Meals	
Airfare Travel	
In-State Mileage	
Office Supplies (equipment purchase may not be included)	\$8,325.00
General Office Supplies	
Other Operating Supplies (must specify)	\$2,725.00
Client Supplies (ServSafe Handler Online)	
Client Supplies (NRFF)	
General Liability	\$2,708.62
Cell Phone	\$3,534.00
Cell Phones (3)	
Service Charge	
Computers	\$4,000.00
Laptop Computer & Accessories (2)	
Audit	\$1,403.43
Payroll Process	\$598.01
Staff Training	\$2,400.00
Staff ED & Seminars	
Background/Drug Testing	\$800.00
Indirect	\$46,489.69
Management Fee	\$49,009.36
<i>Total Implementation</i>	\$539,102.98
Participant Services Expenses	
Training Services	\$90,000.00
Client Education	
Intensive Services	\$104,400.00
Client Wage Subsidies	
Client OJT	
Supportive Services	\$29,000.00
Client Transportation	
Client Awards/Incentives	
Other (must specify)	



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Telephone	
Lease/rental (facility)	\$15,840.67
Utilities (if applicable)	
Travel (staff or non-participant)	6,894.97
In-State Lodging	212.81
In-State Meals	85.12
Airfare Travel	170.25
In-State Mileage	6,426.79
Office Supplies (equipment purchase may not be included)	3,543.29
General Office Supplies	
Other Operating Supplies (must specify)	1,159.81
Client Supplies (ServSafe Handler Online)	478.82
Client Supplies (NRFF)	680.99
General Liability	1,152.84
Cell Phone	1,504.14
Cell Phones (3)	1,436.47
Service Charge	67.67
Computers	1,702.48
Laptop Computer & Accessories (2)	
Audit	597.33
Payroll Process	254.52
Staff Training	1,021.49
Staff ED & Seminars	
Background/Drug Testing	340.50
Indirect	19,786.94
Management Fee	20,859.36
Total Implementation	214,385.54
Participant Services Expenses	
Training Services	38,305.79
Client Education	
Intensive Services	44,434.71
Client Wage Subsidies	30,644.63
Client OJT	13,790.08
Supportive Services	12,342.98
Client Transportation	12,342.98
Client Awards/Incentives	-
Other (must specify)	
Total Participant	95,083.47

An additional \$1,820 from Adult unobligated is allocated for salary and benefits for the Employer Services Consultant. The Martinsville-Henry County Adult budget is to be reduced by this same amount, \$1,850, as the position is servicing Danville-Pittsylvania County only.

Danville-Pittsylvania County Dislocated Worker Budget:

Adult, Dislocated Worker and One Stop Operator Contract 2014-2015


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Travel (staff or non-participant)	3,004.95
In-State Lodging	92.75
In-State Meals	37.10
Airfare Travel	74.20
In-State Mileage	2,800.91
Office Supplies (equipment purchase may not be included)	1,544.23
General Office Supplies	
Other Operating Supplies (must specify)	505.47
Client Supplies (ServSafe Handler Online)	208.68
Client Supplies (NRFF)	296.79
General Liability	502.43
Cell Phone	655.53
Cell Phones (3)	626.04
Service Charge	29.49
Computers	741.97
Laptop Computer & Accessories (2)	
Audit	260.33
Payroll Process	110.93
Staff Training	445.18
Staff ED & Seminars	
Background/Drug Testing	148.39
Indirect	8,623.49
Management Fee	9,090.87
<i>Total Implementation</i>	93,432.99
Participant Services Expenses	
Training Services	16,694.34
Client Education	
Intensive Services	19,365.43
Client Wage Subsidies	13,355.47
Client OJT	6,009.96
Supportive Services	5,379.29
Client Transportation	5,379.29
Client Awards/Incentives	-
Other (must specify)	
<i>Total Participant</i>	41,439.05

An additional \$780 from Dislocated Worker unobligated is allocated for salary and benefits for the Employer Services Consultant. The Martinsville-Henry County Dislocated Worker budget is to be reduced by this same amount, \$780, as the position is servicing Danville-Pittsylvania County only.



WEST PIEDMONT WORKFORCE INVESTMENT BOARD

Lease/rental (facility)

\$8,940.06

SUMMARY	
Total expenses	\$ 87,199.48
EXPENSE DETAILS	
Program Implementation Expenses	Mart/Henry DW
Salary & Wages- Operational (administrative, management, professional)	7,928.75
Project Director (.5 FTEs)	3,275.61
Project Accountant (.25 FTEs)	1,549.28
Program Support Specialist (.5 FTEs)	1,289.00
Quality Assurance Specialist (.5 FTEs)	1,814.87
Benefits- Operational (administrative, management, professional)	1,664.75
FICA Payroll Taxes	606.53
Federal Unemployment Taxes	14.93
State Unemployment Taxes	57.46
Medical & Hospital Benefits	740.04
Workers Compensation Benefits	245.79
Salary & Wages- Client Services (Career Coaches and/or Business Services Only)	28,919.83
Business Services Consultant (1)	3,541.20
Career Coaches (6)	17,794.55
Adult/DW Program Mgr (1)	3,806.79
Business Services Mgr (1)	-
Customer Support Specialist/Front Desk (2)	3,777.28
Benefits-Client Services (Career Coaches and/or Business Services Only)	6,072.12
FICA Payroll Taxes	2,212.28
Federal Unemployment Taxes	54.47
State Unemployment Taxes	209.59
Medical & Hospital Benefits	2,699.26
Workers Compensation enefits	896.51
Printing	
Outreach	236.08
Advertising Public Relations	
Postage	189.51
Postage Services	88.59
Bank Charges	100.92
Telephone	
Lease/rental (facility)	
Utilities (if applicable)	


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General Office Supplies	
Other Operating Supplies (must specify)	738.06
Client Supplies (ServSafe Handler Online)	304.70
Client Supplies (NRFF)	433.36
General Liability	733.62
Cell Phone	957.17
Cell Phones (3)	914.11
Service Charge	43.06
Computers	1,083.39
Laptop Computer & Accessories (2)	
Audit	380.12
Payroll Process	161.97
Staff Training	650.03
Staff ED & Seminars	
Background/Drug Testing	216.68
Indirect	12,591.61
Management Fee	13,274.06
Total Implementation	136,426.38
Participant Services Expenses	
Training Services	24,376.27
Client Education	
Intensive Services	28,276.47
Client Wage Subsidies	19,501.02
Client OJT	8,775.46
Supportive Services	7,854.58
Client Transportation	7,854.58
Client Awards/Incentives	-
Other (must specify)	
Total Participant	60,507.32

Martinsville-Henry County Dislocated Worker Budget:

SUMMARY	
Total expenses	\$ 85,827.19
EXPENSE DETAILS	
Program Implementation Expenses	
Salary & Wages- Operational (administrative, management, professional)	7,928.75



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General Liability	319.73
Cell Phone	417.15
Cell Phones (3)	398.39
Service Charge	18.77
Computers	472.16
Laptop Computer & Accessories (2)	
Audit	165.66
Payroll Process	70.59
Staff Training	283.30
Staff ED & Seminars	
Background/Drug Testing	94.43
Indirect	5,487.65
Management Fee	5,785.07
<i>Total Implementation</i>	59,457.03
Participant Services Expenses	
Training Services	10,623.61
Client Education	
Intensive Services	12,323.39
Client Wage Subsidies	8,498.89
Client OJT	3,824.50
Supportive Services	3,423.16
Client Transportation	3,423.16
Client Awards/Incentives	-
Other (must specify)	
<i>Total Participant</i>	26,370.16



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



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



- 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.



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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 except to the extent that such bodily injury, illness, or other damages or loss to person or property is caused by the intentional or negligent act or omission of WPWIB, its officers, directors, agents, employees or other designated representative. 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.



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



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.

- 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.