



West Piedmont Workforce Investment Board
Proposal Summary Form and Contract

Organization Name: Martinsville Henry County Chamber of Commerce
Address: P. O. Box 709 115 Broad Street
City, State, Zip: Martinsville, VA, 24112
Phone, Fax, Website: (276) 632-6401 Fax: (276) 632-5059 Website: www.Martinsville.com

Type of Organization:

- Proprietorship
- Partnership
- Corporation
- Profit-making
- State Government Agency
- Local Government Agency
- Nonprofit
- Minority Owned
- Small Business
- Other

Brief Summary to provide services to manage WIA business services to employers:

Martinsville Henry County Chamber of Commerce proposes to operate the Business Services program, and to serve the following areas; Martinsville City and Henry County. The services provided will be centered on the adult and dislocated worker WIA eligible clients and the Department of Labor common measures. The common measures are; Entered Employment rate, Employment retention rate, and Average Earnings. The main focus for Business Services will be the common measure; Entered Employment Rate and the current negotiated rate is 75% of all enrollments with 10% of the population being recruited through Business Services.



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Participant Summary Proposed Number to be recruited, enrolled, credentials earned and/or placed into employment by program and by geographic service area(s) in the region:

Martinsville Henry County Chamber of Commerce agrees to place into employment in the Martinsville Henry County area: 10 percent of active enrollment, which includes new and carryover clients and is based on agreed upon number of client activity with the One Stop Operator, equating to 87 client job placements.

Operator Summary for provision of proposed Business Services activities.

Martinsville Henry County Chamber of Commerce, will identify at least 50 employers, representing at least 300 jobs and will identify at least 50 small and medium sized businesses to support their ability to increase jobs in the Martinsville City and Henry County areas. The Business Service Manager will perform outreach activities to include a provision of workshops, job fairs, and in person consultations with businesses to discuss staffing and HR needs.


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Contract Performance and Statement of Work Responsibilities- In acceptance of program funding, I agree to provide and comply with the following:

1. Reporting for reimbursement only allowable expenditures contained in approved contract budget
2. Adhere to all performance standards as specified in the RFP and contained herein
3. Adherence to all specification contained in the following:
 - a. General Provisions of this RFP
 - b. Workforce Investment Act
 - c. All applicable federal and state policies
 - d. All applicable WPWIB (local) policies

Contract Funding Summary: For WPWIB Office Use Only- Do not write this section					
Initial Award Amount for PY 13-14					
	Adult	DW	Business Services	One Stop Operator	Total
Danville Pittsylvania Co. (55%)	-\$0-	-\$0-	-\$0-	\$0	-\$0-
Martinsville-Henry Co. (35%)	-\$0-	-\$0-	\$42,948.94	\$0	\$42,948.94
Patrick Co. (10%)	-\$0-	-\$0-	-\$0-	\$0	-\$0-
Total	-\$0-	-\$0-	\$42,948.94	\$0	\$42,948.94

Awarded with Following Stipulation(s): Please see "Terms and Conditions" defined below.

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.

Contract Funding Summary: For WPWIB Office Use Only- Do not write this section

Business Services Outreach expenses will be reimbursed upon approval by the Executive Director out of the WPWIB's Unobligated Budget. Requests must be made in writing in advance of utilizing funding for which the provider wishes to be reimbursed. Requests must be in writing and include a detailed budget and any other funding sources including in-kind contributions (they should be monetized). Outreach materials must include appropriate Equal Opportunity language as indicated in the WPWIB Style Manual and must include "Funded by your local WIB".

	Business Services for outreach only
Danville Pittsylvania Co. (55%)	-\$0-
Martinsville-Henry Co. (35%)	\$10,500.00
Patrick Co. (10%)	-\$0-
Total	\$10,500.00

Awarded with Following Stipulation(s): Please see "Terms and Conditions" defined below.

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.

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. 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.

3. Termination for Convenience

This contract may be terminated by either party for convenience when it is in their best interest. 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 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 Contractor 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.

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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.

6. Contract Modifications

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 increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.

Mandatory changes in regulations, policies or law will be unilaterally amended by WPWIB and 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; whichever period is longer, if such extension is allowed for in the original request for proposal. This extension is allowed for in the original request for proposal. This extension is contingent upon satisfactory performance evaluations by WPWIB and is subject to the availability of funds. The terms and conditions of this 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, July 1, 2013 through June 30, 2014, will be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling.

8. Eligibility Certification

The Contractor agrees that all participants in this contract must be certified eligible. Eligibility will be performed and documented by the Contractor with periodic review by WPWIB.

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-Sex. 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, 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 mis-expenditure of said funds. Any required repayment will not be by or from federal funds.

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 foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the Contractor from asserting any defense that may be asserted hereafter.

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 unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, he 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 after expiration of said sixty (60) day period. 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

Payments for contract services shall be cost reimbursement only.

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 shall be requested subject to approval by WPWIB.

15. Final Reimbursement Request and Contract Closeout Report

Contractor shall submit to WPWIB a monthly reimbursement request that is in sufficient detail for a proper pre-audit and post-audit inventory and other items pertinent to the close out of this contract with WPWIB.

16. Withholding of Payment

Payment of final invoice may be withheld until the Contractor has completed required actions to close out the contract.

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15. Property Accountability

- a. All consumable property acquired through this contract, unless specifically exempted, shall revert to the WPWIB upon the termination upon the termination of this contract. The WPWIB may, however, assign such property to the Contractor for use under another or a subsequent contract.
- b. The Contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable WPWIB property.
- c. Contractor must obtain approval from WPWIB prior to purchasing or getting any commitment to purchase or acquiring any non-consumable property. (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 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. Other required information will be submitted no later than the date specified at the time of the request.

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 not disclose any information concerning an applicant or purpose not in conformity with the state and federal regulations, except upon receipt of a written request and upon written consent of the recipient; *provided however*, that all personally identifiable records shall be released only in accordance 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), as applicable.

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

At any reasonable time 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 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 subcontractor's personnel for the purpose of interviews and discussions related to such documents.

24. Liability Clause

The Contractor agrees to be liable for, defend and indemnify 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 will full misconduct by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. Where 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 out of any acts, actions, negligence or omissions by the WPWIB, and its agents, subcontractors or employees.

The Contractor shall defend and indemnify within seven (7) calendar days after such notice by the WPWIB is given by certified mail. The WPWIB's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.

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

25. Assurances



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The Contractor assures that he/she:

- 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.
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- 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 conviction 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 with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back@ Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
 - i. Will comply with all applicable provisions of the Americans with Disabilities Act.

26. 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 WIB. 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.

27. Ownership of Materials

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

28. 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 in the following order:

- a. The Workforce Investment Act,
- b. State Procurement Regulations,
- c. The regulations as approved by the Secretary of Labor,
- d. And the General Provisions.

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29. Federal Rules and Regulations

This contract is under State Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIA.

30. Contingency Clause

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 a mutual consent modification being issued to implement changes, if such changes are considered within the scope of original intent of this contract. If such changes are not within said scope, termination of this contract by act of law will be considered to have occurred, and settlement will be 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. Subletting and Assignment

The Contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the WPWIB, but 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, will cause the annulment of said transfer or assignment so far as the WPWIB is concerned.

33. Standard of Conduct

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

- 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. This sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, 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**

Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the sub-grant, 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**

An executive, officer, agent, representative, or employee of the Contractor will not 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 the Contractor. Supplies, materials, equipment, or services purchased with sub-grant funds will be used solely for purposes allowed under the grant.

34. **Bonding**

A blanket fidelity bond must be secured 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.

35. **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.

36. **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.

37. **Audit**

The Contractor will have an independent audit performed annually. 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 Contractor will ensure the auditor issues the WPWIB a copy of the audit report within sixty (60) days of its completion. The WIB, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports.

The WPWTB 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.

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38. Modification

No waiver or modification of the terms of the contract, including, without limitation, this provision, will be valid unless in writing and duly executed by the parties to be bound thereby.

39. 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.

40. Disallowed Costs

The WPWTB will give the VCCS timely notification of the possibility of disallowed costs incurred by its subcontractors. In appropriate cases, the VCCS will petition the USDOL for guidance. In the event that repayment is required, the WPWTB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The WPWTB 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.

41. General Provisions

Notice: Any notice required or contemplated to be given to any party by the other party shall be in writing and shall be given by hand delivery, facsimile transmission, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to the WPWTB: West Piedmont Workforce Investment Board
 Attn: Executive Director
 730 E. Church Street, Suite #24
 P.O. Box 4043
 Martinsville, VA 24115-4043
 Facsimile: (276) 656-6092

If to the Contractor: Pittsylvania County Community Action
 348 North Main Street
 Chatham, VA 24531
 (434) 432-8250

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, facsimile transmission, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

Successors and Assigns: This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

Waiver: Either party's waiver or failure to exercise any rights provide for in this Agreement shall not be deemed a waiver of any term or condition or breach or further right under this Agreement.

Jointly Drafted: This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against



either Party.

Applicable Law: This Agreement shall be governed by, interpreted and construed in accordance with the laws of the state of the Commonwealth of Virginia.


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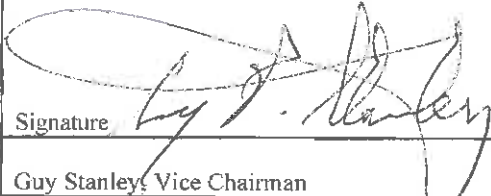
43. Complete Agreement

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and WPWIB.


**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 the price offered with the time specified. This offer is firm for 120 days, and for the recipient that is awarded the contract to operate the grant; it is effective for the program year beginning July 1, 2013 and ending on June 30, 2014. 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 save 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.

Proposer (Agency):	Authorized Signatory:
Name: Martinsville-Henry County Chamber of Commerce	Print Name: Joe Keiper
Address: P. O. Box 709, 115 Broad Street	Title: Chairman
City, State, Zip Martinsville, Virginia 24112	Signature: 
Phone: (276) 632-6401	Date: 27 January 2014

West Piedmont Workforce Investment Board Signatory	
Signature 	Signature 
Lisa Fultz, Executive Director	Guy Stanley, Vice Chairman



**WEST PIEDMONT
WORKFORCE INVESTMENT BOARD**

Date: <i>28 Jan 2014</i>	Date: <i>Jan 28 2014</i>
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