

## CONTRACTED SERVICES AGREEMENT

**THIS CONTRACTED SERVICES AGREEMENT** (herein the “Agreement”) is entered by and between **SOUTHCENTRAL WORKFORCE INVESTMENT BOARD d/b/a SCPa Works**, a Pennsylvania non-profit corporation having its current business address at 4201 Crums Mill Road, Suite 100A, Harrisburg, PA 17112 (herein “**SCPa Works**”) and \_\_\_\_\_, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania having offices at \_\_\_\_\_ (herein “**Vendor**”).

Intending to be legally bound hereby, SCPa Works and Vendor agree as follows:

1. **Services To Be Provided.** Vendor will provide services to SCPa Works as specifically set forth in the Scope of Services attached hereto and incorporated herein as Exhibit “A” (herein the “**Services**”). SCPa Works shall cooperate with Vendor in connection with the Services, including, without limitation, (i) providing Vendor with relevant contacts and connections requested by Vendor for interviews and potential surveying; and (ii) providing Vendor with all necessary data, information, records, and other materials, access to facilities requested by Vendor related to the provision of the Services. SCPa Works and Vendor will schedule meetings regarding the Services at mutually acceptable dates and times, as necessary or reasonably requested by either party. In the event that SCPa Works requests any on-site meetings, SCPa Works shall (i) provide and arrange for appropriate meeting space within its facilities; and (ii) be responsible for reimbursement of Vendor’s travel expenses incurred in relation thereto, which will be added to the corresponding invoice.

2. **Fees.** Vendor shall provide the Services to SCPa Works at a cost not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars (herein the “**Award**”). A true and correct copy of Vendor’s proposed budget for the provision of the Services is attached hereto and incorporated herein as Exhibit “B”. SCPa Works acknowledges that the budget set forth on Exhibit “B” is the good faith estimate of Vendor based on Vendor’s currently available information, and that the amounts actually expended will inevitably vary based on the circumstances encountered by Vendor during the provision of the Services but in no event shall Vendor’s budget exceed the Award.

3. **Invoicing And Payment.**

A. SCPa Works shall pay Vendor such invoiced amounts for Vendor’s performance of the Services that SCPa Works reasonably determines to be allowable under WIOA.

B. Vendor shall submit invoices for its performance of the Services to SCPa Works on \_\_\_\_\_ and for final payment on \_\_\_\_\_. Vendor shall submit such invoice on a form acceptable to SCPa Works that shall accurately and completely describe the Services performed by Vendor. All invoices shall be supported by Vendor’s payroll and time records, invoices, contracts, vouchers, orders and/or any other accounting documents pertaining in whole or in part to the Services provided by Vendor during the period for which payment is requested. All supporting documents and records shall be clearly identified and available to SCPa Works for audit

and inspection. Vendor shall submit monthly invoices electronically by way of an email address to be provided by SCPa Works.

C. Vendor shall submit invoices for Services contemporaneous with the time period when they were actually performed, as required when operating on an accrual accounting basis. Total amounts paid to the Vendor shall not exceed the Award.

D. SCPa Works shall review Vendor's payment requests to determine whether such amounts are allowable under the Workforce Innovation and Opportunity Act (herein "**WIOA**"). Upon approval, SCPa Works shall remit payment of Vendor's invoiced amounts within thirty (30) days of its receipt of the complete and properly documented invoice from Vendor, provided that funds are available and are actually provided to SCPa Works by the Commonwealth of Pennsylvania, Department of Labor and Industry (herein the "**State**") and the United States department of Labor (herein "**USDOL**"), which may be affected by funding periods and levels dictated by the State. In the event that funding is not immediately available, SCPa Works shall retain Vendor's approved payment request and remit payment to Vendor as soon as funds are made available and delivered to SCPa Works. In the event Vendor reasonably determines that such lack of funding will not be promptly resolved to Vendor's satisfaction, Vendor may, at its option, either (i) terminate this Agreement by notice to SCPa Works; or (ii) withhold the provision of further Services until all outstanding amounts due to Vendor have been paid in full, and any such withholding of Services will not be deemed a breach or default under this Agreement.

E. SCPa Works shall continually monitor Vendor's performance of the Services under this Agreement for compliance with WIOA, its regulations, and all other applicable statutes, regulations, policies, and directives, including monitoring for unallowable costs, as well as low levels of expenditures and excessive rate of expenditures, in relation to the circumstances.

F. Vendor shall comply with all federal statutes, regulations, policies, and guidance, including, but not limited to those regulations and policies promulgated under WIOA, the OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by the Office of Management and Budget (the "**Omni Circular**"), including Circular A-102 published by the Office of Management and Budget ("**OMB**") and OMB Circular A-110, and shall be responsible for the efficient and timely cash management of its receipts and disbursements of funds subject to this Agreement. Any excess funds paid to Vendor shall be immediately returned to SCPa Works.

4. **Term.** The term of this Agreement shall begin on \_\_\_\_\_, and terminate no later than \_\_\_\_\_ unless earlier terminated in accordance with Paragraph 5.

5. **Termination.**

A. SCPa Works shall have the right to terminate this Agreement if SCPa Works determines, in its sole discretion, that termination is in its best interest. In the

event of such termination, SCPa Works shall not be responsible for loss of profits, loss of use of money, or any indirect, incidental, or consequential damages.

B. In the event of a reduction in SCPa Works' funding in excess of ten (10%) percent, either party hereto may terminate this Agreement by providing the other party at least thirty (30) days' written notice.

C. SCPa Works may terminate this Agreement upon the occurrence of any sale or other transfer of all or substantially all of the equity or assets of Vendor.

D. Either party may terminate this Agreement upon the bankruptcy or insolvency of the other party.

E. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement if such default or breach is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default or breach.

F. In the event of any termination of this Agreement for reasons other than a default or breach as set forth in Subsection E, (i) if the Agreement is for supplies, Vendor shall be compensated in accordance with this Agreement for Vendor's auditable costs up to and including the date Vendor receives notice of termination, and (ii) if the Agreement is for services, Vendor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.

6. **Independent Contractor.** Vendor is and shall remain an independent contractor throughout the term of this Agreement, and neither Vendor nor Vendor's employees are, or shall be deemed to be, SCPa Works employees. Vendor and SCPa Works agree and confirm the following:

A. Vendor has the right to perform services for others during the term of this Agreement. Nothing herein shall be construed to prohibit or inhibit Vendor from seeking out other business opportunities.

B. Vendor has the sole right to control and direct the means, manner, and method by which the Services will be performed.

C. The Services shall be performed by the Vendor, Vendor's employees, or contract personnel, and SCPa Works shall not hire, supervise, or pay any assistants to help Vendor.

D. Neither Vendor nor Vendor's employees or contract personnel shall receive any training from SCPa Works in the professional skills necessary to perform the Services.

E. Vendor is responsible for payment of all taxes, insurance premiums and expenses incurred by Vendor in connection with the rendering of the Services, including, but not limited to FICA, federal, state and local income and wage taxes, unemployment

taxes and workers' compensation taxes and, if Vendor is not a corporation, self-employment (Social Security) taxes. Upon demand, Vendor shall provide SCPa Works with proof that such payments have been made. Vendor shall also provide SCPa Works with a completed IRS Form W-9, as well as proof, upon demand, of the timely filing of all tax reports and returns required to be filed by Vendor with federal, state, or local government agencies.

F. Vendor will disclose any conflicts of interest to SCPa Works that may arise out of personal or business relationships of Vendor with SCPa Works.

7. **Funding Compliance.** Vendor shall comply with all terms and conditions required by sources providing funding for this Agreement, including all applicable laws, rules and regulations. Receipt of compensation for Services under this Agreement is subject to SCPa Works policy and is also subject to auditing and monitoring by federal, state, local government, or private funders.

8. **Costs And Expenses.** Unless otherwise provided herein (including, without limitation, the travel and lodging expenses related to in-person meetings contemplated in the budget attached hereto as Exhibit "B"), Vendor shall be responsible for all costs including such items as secretarial, travel, printing, photocopying, and any other costs not specifically provided for herein.

9. **Insurance Requirements.** Vendor shall maintain the following insurance policies, at Vendor's sole cost and expense:

A. A commercial general liability insurance policy, that provides coverage for SCPa Works and protects against all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Vendor and Vendor's officers, agents, employees and invitees with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Vendor shall provide SCPa Works a certificate evidencing such insurance.

B. If applicable, professional liability coverage with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims made" form, Vendor must ensure that the policy retroactive date is before the date the Agreement is effective, that coverage is maintained during the duration of performance of the Agreement or the term of the Agreement (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Agreement. Vendor shall provide SCPa Works a certificate evidencing such insurance.

10. **Proprietary Rights.**

A. Vendor agrees that the Services and every component thereof including, without limitation, all designs, plans, reports, specifications, drawings, inventions, processes, software code, works of authorship, and other information or items conceived of, developed, or produced by Vendor as a result of performing Services under this Agreement including, without limitation, all patentable and copyrightable inventions, intellectual property and recordings, in every format, are each a “work for hire” (“Works for Hire”) by SCPa Works and are the sole and exclusive property of SCPa Works except as provided in 37 C.F.R. Part 401 and 2 C.F.R. Part 200.

B. Vendor hereby assigns to SCPa Works each such Work for Hire and all copyrights, patents, or trademarks obtained by Vendor while performing Services under this Agreement, as the sole and exclusive property of SCPa Works. At SCPa Works’ expense, Vendor agrees to execute such additional written assignments to SCPa Works as SCPa Works requests, and Vendor hereby agrees to assist SCPa Works, at SCPa Works’ expense, to obtain patents and copyrights for all or any such Work for Hire as SCPa Works determines, in its sole and absolute discretion. Such assistance includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting SCPa Works in completing any required application or registration.

C. SCPa Works hereby grants Vendor a perpetual, royalty-free, limited license to (i) use surveys and data-collection instruments created by Vendor, to the extent they consist of Works for Hire, for Vendor’s commercial purposes; and (ii) disclose Works for Hire, subject to applicable law, for the purpose of providing work samples to prospective clients.

D. Any written, printed, graphic, or electronically recorded information furnished by SCPa Works for Vendor’s use is the sole property of SCPa Works. This confidential and proprietary information includes, but is not limited to, participant requirements, participant lists, outreach information, and information concerning SCPa Works’ employees, products, services, prices, operations, and subsidiaries.

E. Vendor acknowledges that SCPa Works is the owner of all SCPa Works copyrights, and all derivative rights thereto, and all SCPa Works trademarks used in connection with this Agreement, and all other rights and entitlements thereto. Vendor has absolutely no right, title or interest in or to such copyrights or trademarks or the right to use such in commerce. Vendor agrees that it will not alter SCPa Works trademarks, that it will do nothing inconsistent with SCPa Works’ ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of SCPa Works.

F. SCPa Works acknowledges that Vendor is the exclusive owner of its intellectual property, which includes, but is not limited to, Vendor’s trade secrets, trade names, corporate names, product names, service marks, copyrighted works, websites, promotional materials, platforms, software, and all other intellectual property owned by Vendor that is not Work for Hire under this Agreement (herein “Vendor IP”), and shall retain the right to use the know-how, ideas, techniques, algorithms, and concepts, used by

it in the course of providing the Services, whether or not they were known to Vendor prior to the date hereof, as well as any new ideas, techniques, programs, libraries, and tools that Vendor may develop, alone or with the assistance of others, while performing work under this Agreement. In addition, Vendor will have the right to use the generally applicable knowledge, skills, and experience, developed by it in the connection with the services provided under this Agreement.

G. SCPa Works shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Vendor IP; modify, translate, or create derivative works based on the Services or any Vendor IP (except to the extent expressly permitted by Vendor or authorized herein); with respect to any Vendor IP that is provided by Vendor to SCPa Works.

11. **Indemnification.**

A. Vendor shall indemnify, defend and hold harmless SCPa Works, the State, and the USDOL from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorney's fees, known or unknown, contingent or otherwise arising out of or any way relating to any negligence, willful misconduct, or fraud of Vendor while performing the Services.

B. Vendor shall further indemnify SCPa Works on the same terms and conditions as set forth above as to any claims asserted by the State or the USDOL arising out of any activities performed by Vendor and its employees and agents under this Agreement that are not caused by the acts or omissions of SCPa Works.

C. SCPa Works shall indemnify, defend and hold harmless Vendor and its officers, directors, employees, and stockholders, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses, of whatever kind or nature, including reasonable attorney's fees, known or unknown, contingent or otherwise, arising out of or any way relating to any negligence, willful misconduct, or fraud of SCPa Works or its employees or other agents.

12. **Vendor Certifications.**

A. **Certification for Drug-Free Workplace.** Vendor certifies that its facilities are a drug-free workplace as provided in the Drug-Free Workplace Act of 1988, as amended.

B. **Certification Regarding Debarment and Suspension.** Vendor certifies that it has not been debarred, suspended, or otherwise ineligible or excluded from covered transactions by any federal department or agency, or been debarred by Commonwealth of Pennsylvania.

C. **Certification Regarding Lobbying.** Vendor certifies that it has not pursued lobbying activities.

13. **Prohibited Profits.** Vendor shall not profit from work or services performed by program participants, nor may Vendor sell or in any way profit from any good or service produced or provided by participants as a result of Vendor's provision of the Services.

14. **Nondiscrimination and Equal Opportunity.** Vendor shall comply with, and assures that it has the ability to comply with, the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of this Agreement:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, creed, religion, sex (including pregnancy, childbirth, and related medical conditions, orientation, transgender status, and gender identity), national origin (including limited English proficiency), age (except under minimum-age and retirement provisions), marital or veteran status, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

15. **Nondiscrimination Under Americans With Disabilities Act.** During the term of this Agreement, the Vendor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act (ADA), 28 C.F.R. § 35.101 *et seq.*, Vendor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of ADA which are applicable to the benefits, services, programs, and activities provided by the State and USDOL through this Agreement.

B. The Vendor shall be responsible for and agrees to indemnify and hold harmless SCPa Works and the State from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against SCPa Works, or the State, as a result of Vendor's failure to comply with the provisions of Section 15.A above.

16. **Union Organizing.** Vendor shall not to use funds provided by SCPa Works, including any WIOA funds, for assisting, promoting, or deterring union organizing as described in 29 U.S.C. § 2931(b)(7).

17. **Audit.** Vendor may be audited, depending on the amount of the grant providing funding under this Agreement and sampling size, on an annual basis. Vendor shall be responsible for all audits required by the Amended Single Audit Act of 1996. The expense of any audit will be borne by the party requesting such audit. Vendor shall be liable for any overpayments to Vendor as a result of audit exceptions that are caused by the Vendor, and SCPa Works shall promptly pay Vendor in the event of any underpayments to Vendor as a result of audit exceptions.

18. **Confidentiality.**

A. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information includes without limitation all non-public information regarding features, functionality and performance of the Services and all content made available through the Services. Proprietary Information of SCPa Works includes without limitation non-public data provided by SCPa Works to Vendor to enable the provision of the Services including SCPa Works Personally Identifiable Information (“PII”) and the PII of users of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information of Disclosing Party, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information of Disclosing Party. The Disclosing Party agrees that the foregoing shall not apply with respect to any Proprietary Information, except for PII, that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

B. Vendor shall treat all PII in accordance with Vendor’s current privacy policy, which policy shall be and remain in compliance with Training and Employment Guidance Letter (“TEGL”) 39-11 as may be amended or updated by the U.S Department of Labor located at <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-39-11>.

C. Vendor shall comply with all confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232G; 34 C.F.R. Part 99, as amended, WIOA, and its regulations.

19. **Right to Know Law.** Vendor understands that records related to or arising out of this Agreement are subject to requests pursuant to the Pennsylvania Right to Know Law 65 P.S. §§ 67.101-3104 (“RTKL”) and agrees to cooperate with the timely production of all documents that may be subject to a RTKL request of SCPa Works. Vendor acknowledges that any response



by SCPa Works to a request for information in accordance with the Right to Know Law is not a breach of this Agreement.

20. **ACORN Prohibited.** Vendor shall comply with Section 511 of the Consolidated Appropriations Act, 2010 (P.L.111-117, Division E) (herein the “CAA”) which prohibits direct or indirect funding by CAA from being provided to the Association of Community Organizations for Reform Now (herein “ACORN”) or any of its subsidiaries through Federal grantees or contractors. The USDOL is required to take steps so that no Federal funds from the CAA are awarded or obligated by USDOL grantees or contractors to ACORN or its subsidiaries as sub-grantees, sub-contractors, or other sub-recipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a sub-recipient (e.g., a sub-contractor, sub-grantee, or contractor of a grantee).

21. **Warranty; Limitation of Liability.** Vendor warrants that the Services will not infringe upon any copyright, trademark, patent, or other intellectual-property right, of any third party.

SCPA WORKS ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR IS NOT PROVIDING ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR WORK PRODUCT THEREOF. VENDOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT FOR THE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 11 AND 18 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR COSTS OF COVER; REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

22. **Non-Solicitation.** During the term of this Agreement and for one (1) year following the expiration or termination date of this Agreement, neither Vendor nor SCPa Works shall, in any manner, alone or together with any other persons, directly or indirectly, in any capacity, (i) solicit, encourage, or induce any other person to solicit or encourage, any of the other party’s directors, officers, employees, agents, consultants, independent contractors, or partners, to depart from employment or terminate a contractual relationship with the other ; or (ii) solicit, encourage, or induce any other person to solicit or encourage, any person to act, in any such manner.

23. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither SCPa Works nor Vendor will not be liable for any delay or non-performance of any obligations under this Agreement, and no such delay or non-performance will constitute a breach or default under this Agreement, if such delay or non-performance was due to an event or occurrence that was beyond the party’s reasonable control, including, without limitation, due to

laws, regulations, orders, rules, decrees, or other acts of governmental authorities (including, without limitation, administrative, civil, and military authorities); governmental restrictions or prohibitions; changes in laws, regulations, or ordinances; acts of God; national or regional emergencies (whether by law or in fact); wars, invasions, hostilities (whether war is declared or not), acts or threats of terrorism (domestic or foreign), revolutions, rebellions, or insurrections; riots or civil disorder or commotions; criminal acts; nuclear or other accidents; explosions, floods, hurricanes, tsunamis, typhoons, fires, volcanoes, solar flares, impact events, tornados, earthquakes, avalanches, landslides, mudslides, sinkholes, lightning, hailstorms, ice storms, blizzards, windstorms, droughts, extreme heat, extreme cold, or other severe or inclement weather, natural disasters, or casualty; telecommunications-line failures, electrical or other utility outages, computer viruses, or internet or network failures; pandemics, epidemics, local disease outbreaks, public-health emergencies, communicable diseases, or quarantines; and any and all other events, activities, or factors beyond the party's reasonable control, whether similar or dissimilar to any of the foregoing.

24. **Delegation.** Vendor may delegate duties under this Agreement to qualified individuals or entities acting as a subcontractor ("**Subcontractor**") to perform the Services on behalf of Vendor. In the case of such delegation, Vendor represents and warrants that Subcontractor will comply with all provisions and representations in this Agreement and is not disqualified from participation in state or federal grant programs. Vendor agrees that Vendor shall remain responsible for all Services performed by the Subcontractor, for Subcontractor's compliance with the terms of this Agreement, and shall indemnify, defend, and hold SCPa Works harmless from all claims and liabilities in connection with any Services performed by Subcontractor; except for claims and liabilities arising from the gross negligence, willful misconduct, or fraud of SCPa Works or its employees or other agents. Vendor shall remain responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section.

25. **Notices.** Any notice or other communication required or permitted under this Agreement shall be given by personal delivery, certified mail, recognized overnight delivery service, or electronic mail.

26. **Assignment.** This Agreement may not be assigned by Vendor. Any attempt to assign this Agreement without the written consent of SCPa Works shall be null and void and a breach of this Agreement.

27. **Retainer.** In the event a retainer has been paid by SCPa Works to Vendor, Vendor agrees to refund all unused portions of the retainer to SCPa Works within ten (10) business days of the termination of this Agreement.

28. **Entire Agreement.** This Agreement is the final agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement includes the entire transaction between the parties and there are no representations, warranties, covenants, or conditions except those specified herein. The only method of altering this Agreement is by a separate document specifically amending the terms and signed by both parties.

29. **Severability.** The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

30. **Governing Law; Jurisdiction; Dispute Resolution.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. Venue in any dispute arising hereunder shall lie in the courts located in Dauphin County, Pennsylvania. Vendor and SCPa Works agree to seek to resolve any dispute arising out of the performance or breach of this Agreement through good faith negotiations. Nothing herein shall preclude the parties from utilizing alternate methods of dispute resolution as the parties may agree.

31. **Representation of Authority.** The signatories hereto represent and warrant that the execution of this Agreement by the undersigned representative of each party has been duly and validly authorized; and, when duly executed, this Agreement will constitute a valid and legally binding enforceable obligation of each party.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement. Signatures sent by facsimile, electronic mail or other electronic transmission shall constitute originals.

(Remainder of page intentionally blank; signature page follows.)

Vendor and SCPa Works, intending to be legally bound, have entered into this Contracted Services Agreement on the dates set forth below.

**VENDOR:**

\_\_\_\_\_

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name:

Title:

**SCPA WORKS:**

**SOUTHCENTRAL WORKFORCE  
INVESTMENT BOARD**

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name:

Title:

**EXHIBIT A  
TO  
CONTRACTED SERVICES AGREEMENT**

**Scope of Services**

EXAMPLE

**EXHIBIT B  
TO  
CONTRACTED SERVICES AGREEMENT**

**Budget**

EXAMPLE