

Contractor: Supervisor: Contact: Phone: Email:	Customer: Lancaster County Workforce Development Board 1046 Manheim Pike Lancaster, PA 17601 717-735-0333 Contact (Fiscal): Support@lancastercountywib.com Contact (Contract): bbecker@lancastercountywib.com
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Project Start: _____

Project Completion: _____

Duration of Services: _____

Total Cost: _____

Funding Source: _____

NOO: _____

ALN/CFDA #: _____

Contract No.: _____

Contract Name: _____

CONTRACTED SERVICES AGREEMENT

THIS CONTRACTED SERVICES AGREEMENT (herein the “Agreement”) is entered by and between **LANCASTER COUNTY WORKFORCE INVESTEMENT BOARD d/b/a LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD (“LCWDB”)**, a Pennsylvania non-profit corporation having its current business address at 1046 Manheim Pike, Lancaster, PA 17601 (herein “LCWDB”) and _____, a _____ having its current business address of _____, (herein “Contractor”).

Intending to be legally bound hereby, LCWDB and Contractor agree as follows:

1. **Services To Be Provided.** Contractor will provide services to LCWDB as specifically set forth in the Scope of Services attached hereto and incorporated herein as Exhibit “A” (herein the “Services”). LCWDB shall cooperate with Contractor in connection with the Services, including, without limitation, (i) providing Contractor with relevant contacts and connections requested by Contractor for interviews and potential surveying; and (ii) providing Contractor with all necessary data, information, records, and other materials, access to facilities requested by Contractor related to the provision of the Services. LCWDB and Contractor will

schedule meetings regarding the Services at mutually acceptable dates and times, as necessary or reasonably requested by either party. In the event that LCWDB requests any on-site meetings, LCWDB shall (i) provide and arrange for appropriate meeting space within its facilities.

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

3. **Invoicing And Payment.**

A. LCWDB shall pay Contractor such invoiced amounts for Contractor’s performance of the Services.

B. Contractor shall submit invoices for its performance of the Services to LCWDB on the fifth (5th) of each month and for final payment on . Contractor shall submit such invoice on a form acceptable to LCWDB that shall accurately and completely describe the Services performed by Contractor. All supporting documents and records shall be clearly identified and available to LCWDB for audit and inspection.

C. Total amounts paid to the Contractor shall not exceed the Award and will be paid to Contractor provided that funds are available and are actually provided to LCWDB 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, LCWDB shall retain Contractor’s approved payment request and remit payment to Contractor as soon as funds are made available and delivered to LCWDB. In the event Contractor reasonably determines that such lack of funding will not be promptly resolved to Contractor’s satisfaction, Contractor may, at its option, either (i) terminate this Agreement by notice to LCWDB; or (ii) withhold the provision of further Services until all outstanding amounts due to Contractor have been paid in full, and any such withholding of Services will not be deemed a breach or default under this Agreement.

D. LCWDB shall continually monitor Contractor’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.

E. Contractor 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 Contractor shall be immediately returned to LCWDB.

4. **Term.** The term of this Agreement shall begin on [REDACTED], and terminate no later than [REDACTED] unless earlier terminated in accordance with Paragraph 5, and may be extended by the mutual consent of both parties for a period not to exceed twelve (12) months.

5. **Termination.**

A. LCWDB shall have the right to terminate this Agreement if LCWDB determines, in its sole discretion, that termination is in its best interest. In the event of such termination, LCWDB 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 LCWDB's 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. LCWDB may terminate this Agreement upon the occurrence of any sale or other transfer of all or substantially all of the equity or assets of Contractor.

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, Contractor shall be compensated in accordance with this Agreement for Contractor's auditable costs up to and including the date Contractor receives notice of termination, and (ii) if the Agreement is for services, Contractor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.

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

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

B. Contractor 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 Contractor, Contractor's employees, or contract personnel, and LCWDB shall not hire, supervise, or pay any assistants to help Contractor.

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

E. Contractor is responsible for payment of all taxes, insurance premiums and expenses incurred by Contractor 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 Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide LCWDB with proof that such payments have been made. Contractor shall also provide LCWDB 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 Contractor with federal, state, or local government agencies.

F. Contractor will disclose any conflicts of interest to LCWDB that may arise out of personal or business relationships of Contractor with LCWDB.

7. **Funding Compliance.** Contractor 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 LCWDB 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"), Contractor 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.** Contractor shall maintain the following insurance policies, at Contractor's sole cost and expense:

A. A commercial general liability insurance policy, that provides coverage for LCWDB 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 Contractor and Contractor'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). Contractor shall provide LCWDB a certificate evidencing such insurance upon request.

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, Contractor 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. Contractor shall provide LCWDB a certificate evidencing such insurance upon request.

10. **Proprietary Rights.**

A. Contractor 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 Contractor 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 LCWDB and are the sole and exclusive property of LCWDB except as provided in 37 C.F.R. Part 401 and 2 C.F.R. Part 200.

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

C. LCWDB hereby grants Contractor a perpetual, royalty-free, limited license to (i) use surveys and data-collection instruments created by Contractor, to the extent they consist of Works for Hire, for Contractor’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 LCWDB for Contractor’s use is the sole property of LCWDB. This confidential and proprietary information includes, but is not limited to, participant requirements, participant lists, outreach information, and information concerning LCWDB’ employees, products, services, prices, operations, and subsidiaries.

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

F. LCWDB acknowledges that Contractor is the exclusive owner of its intellectual property, which includes, but is not limited to, Contractor’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 Contractor that is not Work for Hire under this Agreement (herein “Contractor 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 Contractor prior to the date hereof, as well as any new ideas, techniques, programs, libraries, and tools that Contractor may develop, alone or with the assistance of others, while performing work under this Agreement. In addition, Contractor 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. LCWDB 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 Contractor IP; modify, translate, or create derivative works based on the Services or any Contractor IP (except to the extent expressly permitted by Contractor or authorized herein); with respect to any Contractor IP that is provided by Contractor to LCWDB.

11. **Indemnification.**

A. Contractor is protected under the Commonwealth of Pennsylvania’s Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors arising under this Agreement, to the extent permitted by law.

B. Subject to the foregoing, Contractor shall indemnify, defend, and hold harmless LCWDB, the State, and the USDOL from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney’s fees and related court costs and expenses) incurred or suffered by LCWDB, the State, or USDOL, which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by LCWDB’ authorized use of the Services and are not caused by the negligent acts or omissions of LCWDB.

12. **Contractor Certifications.**

A. **Certification for Drug-Free Workplace.** Contractor 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.** Contractor 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. Contractor certifies that it has not pursued lobbying activities.

D. Certification Regarding Anti-Discrimination Laws. Contractor agrees that it is in compliance in all respects with all applicable Federal anti-discrimination laws material to LCWDB's, the State's, and USDOL's payment decisions for purposes of section 3729(b)(4) of Title 31, United States Code.

E. Certification Regarding Diversity, Equity, and Inclusion. Contractor hereby certifies that it does not operate any programs promoting diversity, equity, and inclusion ("DEI") that violate any applicable Federal anti-discrimination laws.

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

14. **Nondiscrimination and Equal Opportunity.** Contractor 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 Contractor 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.*, Contractor 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, Contractor 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 Contractor shall be responsible for and agrees to indemnify and hold harmless LCWDB and the State from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against LCWDB, or the State, as a result of Contractor’s failure to comply with the provisions of Section 15.A above.

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

17. **Audit.** Contractor may be audited, depending on the amount of the grant providing funding under this Agreement and sampling size, on an annual basis. Contractor 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. Contractor shall be liable for any overpayments to Contractor as a result of audit exceptions that are caused by the Contractor, and LCWDB shall promptly pay Contractor in the event of any underpayments to Contractor 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 LCWDB includes without limitation non-public data provided by LCWDB to Contractor to enable the provision of the Services including LCWDB 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. Contractor shall treat all PII in accordance with Contractor’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. Contractor 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.

D. Unless previously authorized, neither party shall use, issue, or release for publication any articles, photographs, or similar materials including or implying the name of other, or any advertising or publicity matter including or implying the name of other, or relating to the subject matter of this Agreement, without first securing written consent of the other party, which consent may be withheld in such party's sole discretion.

19. **Right to Know Law.** Contractor 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 LCWDB. Contractor acknowledges that any response by LCWDB to a request for information in accordance with the Right to Know Law is not a breach of Section 18 of this Agreement.

20. **ACORN Prohibited.** Contractor 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.** Contractor warrants that the Services will not infringe upon any copyright, trademark, patent, or other intellectual-property right, of any third party.

LCWDB ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR IS NOT PROVIDING ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR WORK PRODUCT THEREOF. CONTRACTOR 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 Contractor nor LCWDB 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 LCWDB nor Contractor 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.** With the written approval of LCWDB, Contractor may delegate duties under this Agreement to qualified individuals or entities acting as a subcontractor ("**Subcontractor**") to perform the Services on behalf of Contractor. In the case of such delegation, Contractor 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. Contractor agrees that Contractor 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 LCWDB 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 LCWDB or its employees or other agents. Contractor 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 Contractor. Any attempt to assign this Agreement without the written consent of LCWDB shall be null and void and a breach of this Agreement.

27. **Retainer.** In the event a retainer has been paid by LCWDB to Contractor, Contractor agrees to refund all unused portions of the retainer to LCWDB 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 Lancaster County, Pennsylvania. Contractor and LCWDB 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.)

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

CONTRACTOR:

Date

BY: _____
Name:
Title:

LCWDB:

**LANCASTER COUNTY
WORKFORCE INVESTMENT
BOARD**

Date

BY: _____
Anna Ramos, Executive Director

**EXHIBIT A
TO
CONTRACTED SERVICES AGREEMENT**

Scope of Services:

**EXHIBIT B
TO
CONTRACTED SERVICES AGREEMENT
Budget**