



## VENDOR AGREEMENT General Provisions - Attachment A

### **Section I. Legal Authority**

Vendor assures that it possesses the legal authority to enter this Agreement, and further, that its governing body has authorized the signatory official to enter this Agreement and bind the Vendor to the terms of this Agreement and any subsequent amendments to it.

### **Section II. Availability of Funds**

Vendor acknowledges that all funding of this Agreement is contingent upon availability of grant funds to Workforce Solutions operated by \_\_\_\_\_ through the State of Texas and the Houston-Galveston Area Council under present authorization of granting authority. This Agreement may be terminated or modified at any time due to lack of funds or change in authorization.

Vendor assures that it has the financial capability to perform and render all training and education services according to the terms of this Agreement.

### **Section III. Independent Contractor**

It is expressly understood and agreed to by both parties that the Vendor is an independent contractor.

Both parties understand and agree that Workforce Solutions offices operated by \_\_\_\_\_ shall not be liable for any claims asserted by any third party occurring or alleged to occur in connection with the training or services performed by Vendor under this Agreement. Vendor understands and agrees that Vendor is not an employee of Workforce Solutions operated by \_\_\_\_\_.

### **Section IV. Assignment or Subcontracting**

Vendor may not assign this Agreement or subcontract any services hereunder without the express written consent of Workforce Solutions operated by \_\_\_\_\_.

### **Section V. Access to Records**

Vendor agrees to permit access to and copying of its books, records and accounts, insofar as they pertain to its performance under this Agreement, by officers and employees of Workforce Solutions operated by \_\_\_\_\_ or other auditors and monitors as designated by Workforce Solutions \_\_\_\_\_, H-GAC, the State of Texas and applicable federal agencies, for the purpose of investigation to ascertain compliance with this Agreement and applicable state and federal rules, regulations and orders.

### **Section VI. Record Retention**



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Vendor agrees to retain records for three years and ninety days from the date of the last expenditure under this Agreement. Vendor agrees to retain records beyond the prescribed period if any litigation or audit is unresolved.

### **Section VII. Modification and/or Changes**

Any alterations, additions or deletions to the terms of this Agreement that are required by changes in federal law or state law and/or related applicable federal, state or local regulations, are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. Vendor shall notify Workforce Solutions operated by \_\_\_\_\_ in writing within fourteen (14) calendar days of such change if it cannot comply. Vendor understands that inability to comply may be cause for initiation of termination procedures.

### **Section VIII. Termination**

Either party may terminate this Agreement by providing five (5) days written notice to the other party. Upon termination or receipt of notice to terminate, whichever occurs first, the Vendor shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts, if any, which relate to the performance of this Agreement and shall otherwise cease to incur costs hereunder. Within ten days after the effective date of termination, Vendor must submit to Workforce Solutions operated by \_\_\_\_\_ its final invoice for services in the manner prescribed for submitting monthly invoices.

In no event shall Workforce Solutions operated by \_\_\_\_\_ be liable for expenses incurred after the termination date.

### **Section IX. Payment or Repayment**

All payments for performance under this Agreement are subject to audit. Accordingly, the Vendor shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper and/or unauthorized by Workforce Solutions operated by \_\_\_\_\_, the State of Texas, the U.S. Department of Labor, the U. S. Department of Health and Human Services, the U. S. Department of Agriculture, the Houston-Galveston Area Council, or authorized representatives of such named bodies. Any liability for repayment shall create a debt and such debt shall be repaid within thirty (30) calendar days of notification of the existence of such debt unless a written alternative schedule for such repayment has been approved by Workforce Solutions operated by \_\_\_\_\_, which reserves the right to withhold funds to recoup prior improper or unauthorized disbursements or disbursements made in error.

### **Section X. Insurance**



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Unless exempted by law or regulation, Vendor must provide general liability insurance in a minimum amount of \$100,000.00 per customer, for sufficient on-site medical and accident insurance to protect Workforce Solutions customers in the event of bodily injury or death while customers are on their premises or during activity conducted by and/or sponsored by the Vendor. Verification of this coverage must be furnished to Workforce Solutions operated by \_\_\_\_\_.

To the extent allowed by law, Vendor agrees to release and indemnify Workforce Solutions operated by \_\_\_\_\_ from all liability to customers, employees and agents of Vendor, or assigns of Vendor, for all loss or damages, on account of injury to person or property or resulting in the death of customer, employees and/or agents of Vendor or assigns of Vendor, while any such person is acting in the course and scope of his or her duties as a student customer, employee, agent, or assign in instances where Vendor may be found negligent.

Vendor agrees to notify Workforce Solutions operated by \_\_\_\_\_ and all appropriate authorities in the event that any customer is injured directly or indirectly, by accident or otherwise, during activity conducted and/or sponsored by the Vendor.

Both parties agree to give immediate notice in writing of any actions or suits filed or of any claims made against Workforce Solutions operated by \_\_\_\_\_, the Vendor, or any of the parties involved in this Agreement.

### **Section XI. Vendor Personnel**

All personnel provided by the Vendor to guide, counsel, teach, train, supervise or place trainees shall be qualified and available to perform Vendor's duties under this Agreement.

### **Section XII. Severability and Venue**

All parties agree that in the event any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this Agreement, which shall continue in full force and effect.

All parties agree that any legal action brought in relation to this Agreement shall be brought exclusively in \_\_\_\_\_ County, Texas.

### **Section XIII. Disputes**

All parties agree to attempt to resolve any disputes quickly and at the lowest level possible. If disputes cannot be resolved between the Vendor and The WorkSource operated by \_\_\_\_\_, the dispute may be handled through the dispute resolution process provided by the Houston-Galveston Area Council. Parties to this agreement retain the right to seek redress in the appropriate court of jurisdiction should all other attempts at remedy fail.



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### **Section XIV. Debarment/Suspension Certification**

Vendor certifies that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any local, state or federal department or agency.

### **Section XV. Drug-Free Workplace Certification**

Vendor certifies that it currently has, and will continue to provide for the life of this Agreement, a drug-free workplace.

### **Section XVI. Oral and Written Agreements**

All oral or written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, if any, have been reduced to writing and are contained herein.